

U.S. General Services Administration
Invitation for Bids
SALE OF GOVERNMENT PROPERTY
FEDERALLY OWNED INJECTED CRUDE HELIUM
GAS ONLY

**One Billion Cubic Feet (1.0 Bcf),
from the Federal Helium Reserve**

Stored underground in Cliffside Field north of Amarillo, Texas 79124.

IFB Number BLM-R-2045
GSA Control No. 7-I-TX-1181-AA
Issued on November 9, 2023

Sealed Bids, in duplicate, for the purchase of the Government-owned Property described in the Description of Respective Property Interest portion of this Invitation for Bids will be received pursuant to 50 USC,167; et seq, as amended, and 40 USC 541; et, seq, as amended.

Surplus Property For Sale

One Billion cubic feet (1.0 Bcf) of Federally Owned crude helium

Sale Summary

Sale Type	Sealed Bid
Date & Time of Bid Opening	January 25, 2024; 2:00 P.M. Central
Place of Bid Opening	819 Taylor St. Rm. 11th Floor Fort Worth TX 76102
Bidder Registration Due	January 23, 2024; 3:00 P.M. Central
Bidder Registration Deposit (refundable)	\$5 Million

Sale Information

William Rollings
817-978-4324
william.rollings@gsa.gov

Sealed Bid Sale

[RealEstateSales.gov](https://realestatesales.gov)

Register in advance and submit your bid

Property Disposal Web Page

<https://propertydisposal.gsa.gov>

Registration

See Instructions to Bidders on Page 10

Send Bid Form and Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Attn: William Rollings

Inspection Opportunities:

Bidders are invited, urged, and cautioned to inspect documents describing the Property prior to submitting a bid.

Table of Contents

PROPERTY DESCRIPTION	2
TERMS OF SALE	4
INSTRUCTIONS TO BIDDERS	10
BIDDER REGISTRATION AND BID FORM FOR PURCHASE OF GOVERNMENT REAL PROPERTY	19
CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER	19
Attachment A - Sample Contract for Storage and Delivery of Helium for Purchaser of Helium Lot #1	21
Attachment B - Sample Bill of Sale	42
Attachment C - Wire Transfer of Funds Instructions	43
Attachment D	45
ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM	45

PROPERTY DESCRIPTION

CRUDE HELIUM - PURCHASE

1.0 Bcf of crude helium injected into the Cliffside Field, is available in this sale. (Also described as Helium Lot #1).

Title will be delivered by Bill of Sale. In Addition, the successful Bidder understands and agrees that Bidder must enter into a Contract for the Storage and Delivery of Helium with the BLM that will be assigned to the new owner, upon the final conveyance, of the Federal Helium System (FHS). The form of this Contract for Storage and Delivery of Helium for Purchaser of Helium Lot #1 is attached to this IFB - Attachment A. Of note, in times of helium shortage, the purchaser of this 1 Bcf lot of Federally Owned Crude Helium only has the right to delivery of an 11 percent priority access right of daily helium production as defined in their Contract for the Storage and Delivery of Helium. During times of shortage, an 80 percent allocation of Helium System capacity is already assigned for delivery according to the Original Contracts for the Storage and Delivery of Helium Holders. The Real Property Purchaser of the Federal Helium System in Sale # BLM-R-2044 is assigned a 9 percent priority access right, in times of shortage, for delivery of the Crude Helium purchased in that sale. The successful Bidder understands and agrees that the United States has no additional obligation, beyond the terms of the Contract for Storage and Delivery of Helium for Purchaser of Helium Lot #1, related to the delivery of Helium Lot #1.

TERMS OF SALE

1. DEFINITIONS

a. BACKUP BIDDER

The term “Backup Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the second-highest dollar bid at the close of the auction and is determined by the Government to be the second most acceptable bid.

b. BIDDER(S)

The term “Bidder” or “Bidders” as used herein refers to the offeror or offerors for the purchase of the subject Property, and is used interchangeably with “you.”

c. CLIFFSIDE FIELD

The term “Cliffside Field” means the helium storage reservoir in which the Federal Crude Helium Reserve is stored.

d. CONTRACT FOR STORAGE AND DELIVERY OF HELIUM

The term “Contract for the Storage and Delivery of Helium” as used herein refers to the agreement between the United States Bureau of Land Management and its assigns, for the purchaser of the Crude Helium sold in this sale to store their purchased crude helium in the Federal Helium System and request delivery. Also referred to as “Storage Contract” or “Helium Storage Contract,” herein.

e. CRUDE HELIUM

The term “Crude Helium” refers to the helium that was injected into the Cliffside Field by the Government and is the subject of this sale.

f. EARNEST MONEY

The term “Earnest Money” refers to the Bidder’s deposit of money demonstrating the Purchaser’s good faith offer to the Government to fully execute and comply with all terms, conditions, covenants and agreements contained in any contract resulting from the Government’s acceptance of the Bidder’s offered bid price. Once a bid is accepted by the Government for a contract, all prior deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody, accountability and control of the Government.

g. GENERAL SERVICES ADMINISTRATION

The term “General Services Administration” (“GSA”) as used herein refers to the United States General Services Administration, a Federal agency conducting this sale in agreement with the United States Bureau of Land (BLM). **Authority for this sale is pursuant to 50 USC, 167; et.seq, as amended, and 40 USC 541; et.seq, as amended.** The BLM has full custody of and all accountability for all matters, known and unknown, concerning the physical, title, and environmental condition of the Property.

h. GOVERNMENT

The term “Government” as used herein refers to the United States of America, and is used interchangeably with “Seller” and “Grantor.”

i. FEDERAL HELIUM RESERVE

The term “Federal Helium Reserve” means the crude helium reserves owned by the United States.

j. HIGH BIDDER

The term “High Bidder” refers to the bidder, whose bid conforms to the terms and conditions of the IFB, is the highest dollar bid at the close of the auction and is determined by the Government to be the most acceptable bid.

k. INVITATION FOR BIDS

The term “Invitation for Bids” (“IFB”) refers to this document and the following items that are attached hereto and incorporated herein: the Property Description; Terms of Sale; Instructions to Bidders; Notice and Covenants and/or Special Terms of Sale (if applicable); Bidder Registration and Bid Form for Purchase of Government Property; Exhibits and Additional Documents. Should the aforementioned documents be modified or supplemented by any addenda or amendments, or replaced by a new issue, issued by the Government prior to the conclusion of the online auction, those modifications, addenda or amendments, shall be part of the reissued IFB.

l. PROPERTY

The term “Property” refers to the property or and contracts described in the Property Description of this IFB.

m. PURCHASER

The term “Purchaser” refers to the bidder whose bid the Government accepts and is used interchangeably with “Buyer” and “Grantee.”

n. WEBSITE

The GSA Auctions® website, GSAAuctions.gov, has been developed to allow the general public the opportunity to view a wide array of Federal assets, including real property. Additional information can also be found at disposal.gsa.gov.

2. DESCRIPTION PROVIDED IN IFB

The description of the Property, and all other information provided with respect to the Property set forth in the IFB, are based on the best information available to GSA, Real Property Utilization and Disposal (7PZ) and are believed to be correct. Any error or omission, including but not limited to, the omission of any information available to the agency having custody over the Property and/or any other Federal agency, shall NOT constitute grounds or reason for nonperformance of the contract of sale, or claim by purchaser for allowance, refund or deduction from the purchase price. The IFB is made available at Realestatesales.gov and may be modified and amended by the Government at any time prior to the conclusion of the auction. Bidder agrees and accepts that notices of any changes to the descriptions provided in this IFB are satisfactory when made available on either or both of GSA's real property disposal websites at RealEstateSales.gov and/or disposal.gsa.gov.

3. INSPECTION

Bidders are invited, urged, and cautioned to inspect documents describing the Property prior to submitting a bid. Documents provided by the Government may not represent the condition or existence of the Property and are NOT to be relied upon in place of the Bidder's own due diligence. Any maps, reports, illustrations or other graphical images representing the Property are provided for visual context and are NOT to be relied upon in place of the Bidder's own due diligence. The failure of any bidder to inspect, or to be fully informed as to the condition of all or any portion of the Property, will not constitute grounds for any claim or demand for adjustment or withdrawal of a bid after the auction.

4. CONTRACT

The IFB and the bid, when accepted by the Government shall constitute an agreement for sale (“Agreement”) between the high bidder (“Purchaser”) and the Government. Such Agreement shall constitute the whole contract to be succeeded only by the formal instrument(s) of transfer, unless modified in writing and signed by both parties. No oral statements or representations made by, or for, or on behalf of either party shall be a part of such contract. In addition, the Purchaser shall not transfer or assign the Agreement without the express written consent of the Government. Any assignment transaction without such consent shall be void.

5. CONDITION OF PROPERTY

The Property is offered for sale **“AS IS” AND “WHERE IS”** without representation or warranty, expressed or implied. The Purchaser, and Purchaser's successors and assigns, or any party-in-possession of the Property, or any part thereof, further acknowledges that the Government makes no representations or warranty concerning the

title, zoning, character, condition, size, quantity, quality and state of repair of the Property. The Government makes no other agreement or promise to alter, improve, adapt or repair the Property not otherwise contained herein. Purchaser shall rely solely on their own due diligence and examination of the Property. The Purchaser acknowledges that there will be no claims or any allowances or deductions upon grounds that the Property is not in condition or fit to be used for any purpose intended by the Purchaser after the conclusion of the auction. An "As Is, Where Is" provision will be included in the Bill of Sale. Sample Bill of Sale attached - Attachment B.

6. RISK OF LOSS

As of the date of assumption of possession of the Property or the date of conveyance, whichever occurs first, the Purchaser shall assume all responsibility for care and handling and all risks of loss or damage to the Property, and assume all obligations and liabilities of ownership and no claim for any allowance or deduction upon such grounds will be considered after the conclusion of an auction.

7. TAXES, ASSESSMENTS AND OTHER COSTS

As of the date of assumption of possession of the Property, or the date of conveyance, whichever occurs first, the Purchaser shall assume responsibility for all general and special real and personal property taxes or other assessments which have been or may be assessed on the Property, and for all sums due to be paid by the Government in lieu of taxes, which amount shall be prorated.

8. REVOCATION OF BID AND DEFAULT

Purchaser agrees that bids made to purchase the Property are binding offers and once accepted for contract by the Government, all deposits made by the Purchaser to register for the sale, subject to this Invitation for Bids, become Earnest Money to the benefit, custody and accountability of the Government.

In the event of (1) revocation of a bid after the conclusion of an auction, but prior to acceptance of the high bid by the Government, or (2) in the event of revocation of a bid after notice of acceptance, or (3) in the event of any default by the Purchaser in the performance of the contract of sale created by such acceptance, or (4) in the event of failure by the Purchaser to consummate the transaction, the Purchaser agrees that any Earnest Money and all deposits paid to the Government in any acceptable form, including credit card, together with any payments subsequently made on account, are subject to forfeit by the Purchaser to the Government at the option of the Government as damages for breach of contract, in which event the Purchaser shall be relieved from further liability. Purchaser agrees that all deposits made with credit cards are subject to forfeit upon Government determination of Purchaser's default and breach of contract. Purchaser shall not request retrieval, chargeback or any other cardholder refund.

Purchaser agrees and understands that a debt to the United States of America subject to claim or collection by applicable Federal law may be created if their Earnest Money is in any way made unavailable to the Government and that any party that knowingly participates in such retrieval or refund may be held fully accountable for interfering with a Government contract.

9. GOVERNMENT LIABILITY

If the Government accepts a bid for the purchase of the Property and (1) the Government fails for any reason to perform its obligations as set forth herein, or (2) any other contractual claim or cause of action hereafter accrues in favor of Purchaser under the terms of this IFB, Government's liability to Purchaser shall be strictly limited to all amounts of money Purchaser has paid to Government without interest whereupon Government shall have no further liability to Purchaser.

10. TITLE

If a bid for the purchase of the Property is accepted, a Bill of Sale without warranty, in conformity with local law and practice will convey the Government's interest.

11. THIRD PARTY RIGHTS, EASEMENTS, ENCROACHMENTS AND RESERVATIONS

The Property will be sold subject to any and all rights of 3rd party land surface rights owner(s), covenants, reservations, easements, restrictions, encroachments, and rights, recorded or unrecorded, in favor of third parties, for highways, roads, streets, power lines, telephone lines and equipment, pipelines, drainage, sewer and water

mains and lines, public utilities, public roads, railroads and other rights-of-way, and any easements, reservations, rights and covenants reserved by the Grantor herein.

12. COVENANT AGAINST CONTINGENT FEES

The Purchaser warrants that they have not employed or retained any person or agency to solicit or secure this contract upon any agreement or understanding for commission, percentage, brokerage, or contingent fee. Breach of this warranty shall give the Government the right to annul the contract without liability or in its discretion to recover from the Purchaser the amount of such commission, percentage, brokerage, or contingent fee in addition to the consideration herewith set forth. This warranty shall not apply to commissions payable by the Purchaser upon the contract secured or made through bona fide established commercial agencies maintained by the Purchaser for the purpose of doing business. "Bona fide established commercial agencies" has been construed to include licensed real estate brokers engaged in the business generally.

13. CONTINUING OFFERS

Each bid received shall be deemed to be a continuing offer for **one hundred thirty (130) calendar days** after the close of the online auction until the bid is accepted or rejected by the Government.

If the Government desires to accept any bid after the expiration of the **one hundred thirty (130) calendar days**, the consent of the bidder shall be obtained prior to such acceptance.

14. TENDER OF PAYMENT AND DELIVERY OF INSTRUMENT OF CONVEYANCE

Prior to closing, the Purchaser or Purchaser's agent must open an escrow account with an independent, unaffiliated banking and escrow company ("Escrow Holder") to handle the closing. All closing costs, including escrow fees and document handling expenses, shall be borne solely by the Purchaser. As part of the closing, the Government will provide escrow instructions to the Escrow Holder regarding the recording, disposition of proceeds and related matters.

The closing date of the sale is **one hundred twenty (120) calendar days** after acceptance of the bid. Upon written agreement by the Government, the Purchaser may close the transaction prior to the **one hundred twenty (120) calendar day** period.

On the closing date, the Purchaser shall tender to the Government (or to the Purchaser's Escrow Holder) the balance of the purchase price in the form of a cashier's check, certified check or electronic wire transfer. Upon confirmation that Purchaser's wire transferred funds have been received by the Government or that Purchaser's funds by check have been confirmed to the satisfaction of the Government, (the Purchaser's Escrow Holder shall record the instrument, or instruments, of conveyance and provide copies of the recorded instrument(s) to the parties) the Government shall deliver the instrument, or instruments, of conveyance to the Purchaser's Escrow Holder for recordation. Possession of the Property will be assumed by the Purchaser at the time of closing. The Government reserves the right to extend the closing date for a reasonable amount of time.

15. DELAYED CLOSING

Any change to the established closing date is subject to the written approval by the Government. The Government reserves the right to refuse a request for extension of closing. However, if the Government grants an extension, the Purchaser may be required to pay either: (i) a liquidated damages assessment of \$200,000.00 per day; or (ii) interest on the outstanding balance of the purchase price, whichever is greater, if the closing of the sale is delayed, and the delay is caused, directly or indirectly, by the Purchaser's action or inaction and not by any action on the part of the Government. The interest rate shall be computed based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 1-1/2% rounded to the nearest one-eighth percent (1/8%) as of the date of bid acceptance. The Government may impose additional terms and conditions to grant an extension.

16. CLOSING COSTS, DOCUMENTARY STAMPS AND COST OF RECORDING

All closing costs, including escrow and financing fees, shall be borne solely by the Purchaser. The Purchaser shall pay all taxes and fees imposed on this transaction and shall obtain at Purchaser's own expense and affix to all instruments of conveyance and security documents such revenue and documentary stamps as may be required by Federal, State and local law.

All instruments of conveyance and security documents shall be placed on record in the manner prescribed by local recording statutes at the Purchaser's expense.

Within five (5) business days from receipt of the executed deed, the Purchaser (or the Purchaser's Escrow Holder) shall record the quitclaim deed in the official records of the county. The Purchaser (or the Purchaser's Escrow Holder) shall provide GSA a conformed copy of the recorded quitclaim deed within five (5) business days of recording to the following address:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, Texas 76102
Attn: William Rollings

17. OFFICIALS NOT TO BENEFIT

No member or delegate to the Congress, resident commissioner or Government official shall be admitted to any share or part of the contract of sale or to any benefit that may arise therefrom, but this provision shall not be construed to extend to the contract of sale if made with a corporation for its general benefit. GSA employees are prohibited from bidding on the Property offered in the IFB.

18. CAPACITY TO CONTRACT

Bidders must have the legal capacity to enter into a contract in order to bid and acquire the Property.

19. CORPORATE AUTHORIZATIONS

Bidders that are corporations duly registered under the laws of its jurisdiction and have the power to conduct its business as of the date of this sealed bid sale agree that:

- a. Bidder and the person acting on behalf of the Bidder has obtained all corporate authorizations and all other governmental, statutory, regulatory or other consents, licenses and authorizations required to empower it to enter into a sale/purchase contract with the U.S. General Services Administration for the purchase of the property that is the subject of this Invitation for Bids, where failure to obtain the above mentioned authorizations would adversely affect, to a material extent, its ability to enter into and perform its obligations under the terms and conditions of this Invitation for Bids; and
- b. Bidder attests to the validity and accuracy of all documents of assurances and intentions to bid to purchase the property that is the subject of this Invitation for Bids and that all authorizations required of the corporation to legally accept title of said property through documents prepared by the Government to which Bidder, as Purchaser, is or will be a party, will, when executed, constitute legal, valid and binding obligations of the Bidder/Purchaser in accordance with their terms.

20. COMPLIANCE WITH SECTION 889 PART B

By signature of the Bidder Registration and Bid Form, bidders hereby certify that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115-232). The bidder represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits contracting with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates or subsidiaries:

- Huawei Technologies Company
- ZTE Corporation
- Hytera Communications Corporation
- Hangzhou Hikvision Digital Technology Company
- Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this IFB and the certification extends until closing of the transaction as specified herein.

21. ANTITRUST LAWS & RECISSION

The contract made by the acceptance of a bid by the Government may be transmitted to the Attorney General of the United States for advice as to whether the sale would tend to create or maintain a situation inconsistent with antitrust laws. The Government may rescind the acceptance of any bid, in case unfavorable advice is received from the Attorney General, without liability on the part of the Government other than to return any and all deposits held by the Government without interest.

***NOTICE - BIDDERS ARE RESPONSIBLE, IN THEIR OWN DUE DILIGENCE, TO MAKE THEIR OWN DETERMINATION AS TO THE IMPACT OF ALL APPLICABLE ANTITRUST AND OTHER APPLICABLE DIVESTITURE LAWS ON TO THEIR ABILITY TO ACQUIRE TITLE TO ALL PROPERTIES AND OTHER INTERESTS DESCRIBED IN SECTION 1, ABOVE.**

22. CIFUS / FIRMMA NOTICE TO BIDDERS

The Committee on Foreign Investment in the United States (CFIUS) is an interagency committee chaired by the Secretary of the Treasury that is authorized to review certain transactions involving foreign investment in the United States to determine the effect of such transactions on the security of the United States. (See Foreign Investment Risk Review and Modernization Act of 2018 ("FIRRMA"). The focus of these national security concerns arise from certain foreign non-controlling investments and real estate transactions within the United States. Any entity found to be unable to comply with and/or be approved by the applicable federal agency under the requirements of FIRRMA, as amended, will be deemed unqualified for purposes of Bid acceptance by the United States. Bidder is on notice of this federal statutory mandate and is responsible to complete its own due diligence, at its sole cost, to determine whether or not FIRRMA applies to its proposed acquisition. Any questions on this specific statutory mandate should be directed to the U.S. Department of the Treasury for response.

23. NOTICE OF FOREIGN OWNERSHIP RULES & RESTRICTION COVERING THIS PROPERTY

Bidder is hereby on notice that once it acquires title to the Property, it shall be the sole responsibility of Bidder, its respective successors, assigns, transferees in title and possessors in interest in the Property, to identify and fully comply with all applicable federal and state laws, rules, and regulations covering foreign investment and ownership of real estate within the United States of America and the applicable affected states.

24. FEES IN THE CONTRACT FOR THE STORAGE AND DELIVERY OF HELIUM

Payment of Purchaser's first fiscal year (October 1 - September 30) Contract Administration Fee and Acceptance/Delivery Point Fee (if applicable) is included with the Purchaser's final payment of the full purchase price for the Property. Purchaser, their successors and assigns, agrees to pay all future Fees as described in Article IV of the Contract for the Storage and Delivery of Helium.

INSTRUCTIONS TO BIDDERS

1. SEALED BID OPENING DATE & TIME

The auction opens on **January 25, 2024** at **2:00 P.M.** Local Time.

2. TYPE OF SALE

- a. This sale will be a sealed bid sale. Bids must be submitted in duplicate on the Bid Form accompanying this Invitation for Bids, and all information and certifications called for thereon must be furnished. Bids submitted in any other manner, or which fail to furnish all information or certifications required may be summarily rejected. While digital or virtual bids will not be considered, unless specifically authorized in the Invitation for Bids, bids may be modified or withdrawn in writing delivered via mail, email or fax prior to the time fixed in this invitation for bids for the opening of bids.
- b. Bids shall be filled out legibly with all erasures, strikeouts, and corrections initialed by the person signing the bid and the bid must be manually signed in black or blue ink.
- c. Negligence on the part of the bidder in preparing the bid confers no right for withdrawal or modification of the bid after it has been opened.
- d. When submitting a bid, only return the Bid Form (in duplicate). Retain all other documents, including one copy of the Bid Form, for your record.
- e. **Financial and DOJ Antitrust documentation must be included in the Bid envelope**, described in Paragraph 4 of these Instructions to Bidders, with the bid. Failure to provide stated documents may result in your bid being determined non-responsive to the terms and conditions of this IFB.

3. BIDS AND TERMS OF SALE

Bids to purchase must be ALL-CASH. Buyers are expected to arrange their own financing and to pay the balance in full by the closing date. No Government credit terms are available. GSA has no information on the availability of private financing or on the suitability of this Property for financing.

4. BID ENVELOPES

Envelopes containing bids must be sealed and addressed to the bid receiving office stated in this Invitation for Bids.

- a. The name and address of the bidder must be shown in the upper left corner of the bid envelope; and
- b. the invitation number, the date and hour of bid opening and the phrase "Bid for Real Property" must be shown in the lower left corner of the envelope; and
- c. the Bidder's Company name, UEI - Unique Entity ID - SAM.gov, and CAGE - Commercial and Government Entity - code must be shown in the lower right corner of the envelope; and
- d. the Bidder's Lender's name, UEI - Unique Entity ID - SAM.gov, and CAGE - Commercial and Government Entity - code must be shown in the lower right corner of the envelope.

No responsibility will attach to any officer of the Government for the premature opening of or failure to open a bid not properly addressed and identified.

5. BID AND EARNEST MONEY DEPOSIT

- a. Complete online registration to validate bidder identification per Paragraph 10 in these Instructions to Bidders.

- b. Complete Bid Form: Bidders must complete and submit the official Bid Form titled “Bid Form for Purchase of Government Real Property” accompanying this IFB. All information and certification requested thereon must be provided. Bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeovers and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request, or you may photocopy the form in this IFB.
- c. Bid Deposit: A deposit in the amount of **\$5,000,000 (Earnest Money)** delivered no less than 2 business days prior to the date and time of sealed bid opening. Bid Deposits must be provided by wire transfer of funds as provided in the Wire Transfer of Funds Instructions shown in Attachment C. **A copy of the bank transfer receipt as confirmation shall be delivered to GSA by email to Kristy.Daniells@gsa.gov and enclosed in the bid envelope with the Bid Form.**
 - i. Bid Deposits may be deposited with the U.S. Treasury in a non-interest bearing account.
 - ii. To assure timely refund of the bid deposit from unsuccessful bidders, an Electronic Funds Transfer (EFT) Enrollment Form must be completed and included with the Bid Form, attached to this IFB as Attachment D.
- d. Bidder's Financial Certification: Per these Instructions to Bidders Paragraph 9. Bidder and Bidder's Financial Lender Certifications, b. such documentation that supports the Bidder's financial capability to fund its offer to close this sale shall be delivered to GSA in the bid envelope with the Bid Form.
- e. DOJ Antitrust Review Documentation: Per these Instructions to Bidders Paragraph 6. Bidder Documentation for Department of Justice Antitrust Review, such documentation that supports the Department of Justice's antitrust review of the purchaser and shall be delivered to GSA in the bid envelope with the Bid Form.

6. BIDDER DOCUMENTATION FOR DEPARTMENT OF JUSTICE ANTITRUST REVIEW

Per the Terms of Sale paragraph 25. Antitrust & Rescission of this IFB, the following documents are to be included with the Bid Form. If the information requested is not applicable or available to the bidder, a response statement of “not applicable” or “none” or “unknown,” as appropriate, for an item or items listed below, is acceptable. Failure to include documents or statements regarding the items listed below may result in a bid being determined to be non-responsive to this Invitation for Bids.

- a. **A cover sheet for the following information stating: “In response to Invitation # BLM-R-2045, for DOJ Antitrust Review”**
- b. Provide the company's actual and estimated sales of helium, in units and dollars for the current and preceding three years, any projections of future sales, and any estimated market shares in helium for the company and other significant competitors.
- c. For the company's current and anticipated agreements to procure or obtain helium (e.g., source contracts for helium), provide the location and company name of the source of the helium, quantity of helium committed, duration of the agreement, and pricing. Submit one copy of each such agreement.
- d. For the company's current and anticipated agreements to sell or provide helium to another company (including any back-to-back contracts), provide the name of the customer, quantity of helium, pricing, duration of agreement, and whether it is a “back-to-back” contract and the source of the helium. Submit one copy of each “back-to-back” contract.
- e. Identify the quantity of helium owned by or committed to the company in the Cliffside Helium Reserve. Submit one copy of each agreement relating to such helium.
- f. Describe what, if any, stake the company has in Cliffside Refiners LP and/or in Cliffside Helium LLC
- g. Identify any refining capacity owned or controlled by the company connected to the Cliffside Helium Reserve and related assets.
- h. Describe the company's assets and capabilities relating to helium infrastructure, including any transfill networks, containers to store and ship helium, and transportation equipment.

- i. Describe the company's activities and capabilities in the United States relating to the supply or sale of liquid oxygen, nitrogen, argon and carbon dioxide, including the company's sales in each (in units and dollars) and the company's capacity (e.g., the number and nameplate capacity of air separation units, volume committed under agreements for carbon dioxide).
- j. Describe how the acquisition will be financed, and provide relevant documentation, including loan commitment letters.
- k. Provide the company's complete financial statements for the current year, and preceding two years, including income statements, balance sheets, and statements of cash flow.
- l. Provide all studies, surveys, analyses and report which were prepared by or for any officer(s) or director(s) (or, in the case of unincorporated entities, individuals exercising similar functions) for the purpose of evaluating or analyzing the acquisition with respect to market shares, competition, competitors, markets, potential for sales growth or expansion into product or geographic markets.
- m. Provide all studies, surveys, analyses and reports prepared by investment bankers, consultants or other third party advisors ("third party advisors") for any officer(s) or director(s) (or, in the case of unincorporated entities, individuals exercising similar functions) of the bidder for the purpose of analyzing market shares, competition, competitors, markets, potential for sales growth or expansion into product or geographic markets that specifically relate to the acquisition of the assets. This request requires only materials developed by third party advisors during an engagement or for the purpose of seeking an engagement. Documents responsive to this request are limited to those produced up to one year before the date of filing.
- n. Provide all studies, survey analyses and reports evaluating or analyzing synergies and/or efficiencies prepared by or for any officer(s) or director(s) (or, in the case of unincorporated entities, individuals exercising similar functions) for the purpose of evaluating or analyzing the acquisition. Financial models without stated assumptions need not be provided in response to this request.

7. BIDS TO BE OPENED AT THE SPECIFIED TIME

It shall be the duty of each bidder to see that their bid is delivered at the time and place prescribed in this Invitation for Bids. Bids (including modifications) received prior to the time fixed in this Invitation for Bids for the opening of bids will be securely kept unopened. No bid, modification or withdrawal, received after the time fixed in this Invitation for Bids for the opening of bids will be considered except as provided above. After the time fixed for the opening of bids, their contents will be made public by announcement for the information of bidders and others properly interested who may be present either in person or by representative.

8. LATE BIDS, MODIFICATION OF BIDS OR WITHDRAWAL OF BIDS

- a. Any bid received at the office designated in the solicitation after the exact time specified for receipt will not be considered responsive unless it is resolved before award is made and either:
 - i. It was sent by registered or certified mail not later than the fifth calendar day prior to the date specified for the receipt of bids (e.g. a bid submitted in response to a solicitation requiring receipt of bids by the 20th of the month must have been mailed by the 15th or earlier); or
 - ii. It was sent by mail (or digitally if authorized) and it is determined by the Government that the late receipt was due solely to mishandling by the Government after receipt at the Government installation.
 - iii. It was sent by courier or overnight delivery service supported by electronic delivery verification whereby the Government can verify delivery of a bid envelope to the premises of 819 Taylor St. Rm 11A30, Fort Worth, TX 76102 before the stated Bid Opening Date and Time.
- b. Any modification or withdrawal of a bid is subject to the same conditions as in a. above. A bid may also be withdrawn in person by a bidder or his authorized representative, provided his identity is made known and signs a receipt for the bid, but only if the withdrawal is made prior to the exact time set for receipt of bids.
- c. The only acceptable evidence to establish:
 - i. The date of mailing of a late bid, modification, or withdrawal sent either by registered or certified mail is the U.S. Postal Service postmark on the wrapper or on the original receipt from the U.S. Postal

Service. If neither postmark shows a legible date, the bid, modification, or withdrawal shall be deemed to have been mailed late. (The term "postmark" means a printed, stamped, or otherwise placed impression that is readily identifiable without further action as having been supplied and affixed on the date of mailing by employees of the U.S. Postal Service).

- ii. The time of receipt at the Government installation is the time-date stamp of such installation on the bid wrapper or other documentary evidence of receipt maintained by the installation.
 - iii. Electronic verification and validation that the late bid, modification, or withdrawal was delivered to the premises of GSA at the location of the Bid Opening at 819 Taylor St. Rm. 11A02, Fort Worth, TX 76102
- d. Notwithstanding c. i) and c. ii) and c. iii) above, a late modification of an otherwise successful bid which makes its terms more favorable to the Government will be considered at any time it is received and may be accepted.
- e. Bidders using certified or registered mail are cautioned to obtain a receipt showing a legible, dated postmark and to retain such receipt against the chance that it will be required as evidence that a late bid was timely mailed.

9. BIDDER AND BIDDER'S FINANCIAL LENDER CERTIFICATIONS

a. Prohibited Entity Screening

- i. To ensure that prohibited entities are unable to take part in GSA's real estate sales, GSA will determine a Bidder's as well as Bidder's Lenders eligibility for participation in the sale during registration and at prospective award. GSA will validate a prospective bidder's Lenders eligibility via the SAM.gov website. The System for Award Management (SAM.gov) is a Federal Government website that identifies entities that are in some way restricted from doing business with the Federal Government.
- ii. GSA recommends that Bidders as well as Bidder's Lenders know or obtain a USI number and CAGE Code and register with SAM.gov to facilitate refunds of bid deposits after the sale.
- iii. Bidders as well as Bidder's Lenders will submit the following information to GSA.
 - (1) Company name
 - (2) Unique Entity ID - SAM
 - (3) CAGE code
- iv. GSA will conduct a search of the bidder and Bidder's Lender via the SAM website.
- v. Cross-Check of SAM/SDN/OFAC Lists. In implementing the FHS sale, GSA will follow Executive Order 14065-mandated guidance to assure the US will not allow "the [US's] receipt of any contribution or provision of funds... from any such person" listed on the Specially Designated Nationals ("SDN") <https://sanctionssearch.ofac.treas.gov/Details.aspx?id=35096>, and Blocked Persons List of the Treasury Department's Office of Foreign Asset Control ("OFAC") <https://sanctionssearch.ofac.treas.gov/>. GSA will validate this at minimum both (1) at bidder registration deposit or acceptance of down payment, and (2) before award. GSA intends to undertake this validation at the following levels: "Highest-level owner," "Immediate owner," and via "Unique entity identifier." See, eg, 48 C.F.R. 552.270-33.
- vi. Upon completion of the process, GSA will notify bidders of their eligibility status.

b. Financial Certification

- i. Bidders must identify either their own financial wherewithal or an entity (Lender) capable of fully funding their purchase price of this property (a "Financial Partner"). The Financial Partner can be the same as the Bidder or a separate entity.

The Financial Partner (or Bidder if the same) shall submit the following:

- (1) **A cover sheet for the following information stating: "In response to Invitation # BLM-R-2045, Financial Certification"**
- (2) An introduction briefly describing the firm and its location, organizational makeup, and noteworthy accomplishments.
- (3) Documentation evidencing an amount in liquid assets not committed to other projects and/or an in-place fund or credit facility with a minimum of the bid amount is available.
- (4) Affirmative representation stating a willingness to fund the full bid amount of the bid, within five (5) business days after award of the sale.
- (5) If the Bidder and Financial Partner are different firms, then a description of no more than two (2) pages of the proposed business terms of the relationship between the companies.
- (6) Describe the Financial Partner's experience working with the Bidder on funding their large projects and briefly describe the projects and the Financial Partner and the Bidder's roles in each one.
- (7) Financial Partners shall include two (2) references for each of the projects submitted. References shall be principals or officers of project owners and principals or officers of project lead clients, if such clients participated in 50% or more project execution and/or occupancy. The references must be able to provide first-hand information concerning the Financial Partner's role in the successful completion of the project.

10. BIDDER REGISTRATION AND DEPOSIT

- a. GSA is using its online Bidder registration to verify the identities of those who will be sending a sealed bid for this sale. Online Bidder registration is a three-step process:

- (1) Complete Online Registration: Bidders must register online at RealEstateSales.gov. Click on "Register," establish a Username and Password and provide the requested account information including a valid email address. A Username and Password are used to register online for GSA's auction system and for this sale will be used to assure the sealed bids received are from the same persons who provided the Bid Deposit. The required password must be between six and fifteen characters. You will be asked to read and agree to the terms and conditions of the Website. GSA reserves the right to change the online terms and conditions. A previously registered bidder of GSAAuctions.gov can login using the established Username and Password. In the event you forget your Username or Password, or both, or are locked out from the system, it is your responsibility to obtain your Username and Password from RealEstateSales.gov. GSA staff cannot assist in retrieving a lost or forgotten Username or Password.

GSAAuctions.gov has implemented Multi-Factor Authentication (MFA) for access to RealEstateSales.gov. Every user must register their User ID information if they have not yet set up their MFA. Once registered, you may log in using your email and password and a numeric verification code. This verification code is delivered to you by one of the delivery methods you chose during your registration process. For additional information on MFA, please review the GSAAuctions.gov [FAQ](#) page.

You may register as either an individual or as a company and this information must be the same information provided on the Bidder Registration and Bid Form for Purchase of Government Real Property. Changes to title may be considered after bid acceptance at the discretion of the Government. If you wish to participate as an individual and a representative of a company, you must register separately for each and place bids accordingly.

In accordance with Public Law No. 104-134, Section 31001, the Debt Collection Improvement Act of 1996, the Tax Identification Number (TIN) must be provided by anyone conducting business with the Federal Government, from which a debt to the Government may arise. Individuals cannot successfully register to bid on items without providing a TIN. A TIN is defined as an individual's Social Security Number (SSN) or business entity's Employer Identification Number (EIN). If you registered as an Individual, your SSN will be validated with your name and address. If you registered as a

Company, your business identity's EIN will be validated with your company name and address. The use of an individual's SSN is subject to the Privacy Act of 1974 (5 U.S.C. Section 552a), and will be collected to verify the data submitted by the user.

An authentication process will be conducted to confirm the identity of individuals and companies to prevent potential fraudulent bidding activity and to ensure that bidders are prepared to accept responsibility for their bidding activity and all submitted bids are valid. **The identity and credit card information you provide at registration is used strictly for authentication purposes. GSA Auctions® does not automatically charge credit cards on file.**

For more information and assistance on the online registration process, please go to <https://realestatesales.gov/html/static/faq.htm>.

- (2) Complete Registration Form: Bidders must complete and submit the official Bid Form titled "Bidder Registration and Bid Form for Purchase of Government Real Property" accompanying this IFB. All information and certification requested thereon must be provided. Bidder registration and bids submitted which fail to furnish all information or certifications required may be summarily rejected. The Bid Form should be filled out legibly with all erasures, strikeouts and corrections initialed by the person signing the bid. The Bid Form must be signed and dated. Additional bid forms are available upon request, or you may photocopy the form in this IFB.

(3) Provide Registration Deposit:

- a. A deposit in the amount of **\$5,000,000 (the "Registration Deposit")** must accompany your Bidder Registration and Bid Form. Registration Deposits must be provided in the form of a cashier's check, certified check or wired funds. Personal or company checks are NOT acceptable and will be returned to the sender.
- b. Delivery of validation and verification documentation of liquid assets or available assets as proof of the Bidder's capability to purchase the property under the terms of this IFB in the amount of their bid.
 - i. Available Funds: Bidder can demonstrate they have equity commitments and committed loan facilities which, at sale closing will provide, in immediately available funds, the necessary cash resources to pay the accepted contract purchase price and meet its other obligations described in this Invitation for Bids, provided that this shall be subject to the terms of a Equity Commitment Letter and the Debt Commitment Letter provided as a part of the bidder registration process.
 - ii. Only upon verification of your Registration Deposit, will your bid be considered responsive to this IFB. All Registration Deposits received will be deposited with the U.S. Treasury, in a non-interest bearing account, immediately upon receipt.
- b. To complete the bidder registration process, please submit the completed Bidder Registration and Bid Form for Purchase of Government Real Property, along with the required Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Fort Worth, Texas 76102
Attn: William Rollings
- c. It is the responsibility of the bidder to ensure that adequate time is available to complete the registration process as described above. The identity authentication process, if unsuccessful, may require a bidder to provide additional information by email for manual verification and may take several business days to complete. Bidders may receive a registration failure notice from registration@gsa.gov. Bidders will need to reply and provide the necessary documentation to be reviewed which may take up to 24-48 hours to validate and approve. The Government makes no representation or guarantee that any additional assistance or time will be provided to complete the registration process. No bidder will be allowed to participate in the sale until the entire registration process is complete.

- d. Registration may occur any time prior to the conclusion of the auction. The Government, however, makes no representation or guarantee that your registration will be completed prior to the announced date and time for the receipt of final bids. Therefore, bidders are encouraged to register before the auction opens.

11. ACCEPTABLE BID

An acceptable bid is one received from a responsible bidder, whose bid, conforming to this IFB, will be most advantageous to the Government.

12. BID EXECUTED ON BEHALF OF BIDDER

A bid executed by an attorney or agent on behalf of the bidder shall be accompanied by an authenticated copy of their Power of Attorney or other evidence of their authority to act on behalf of the bidder.

If the bidder is a corporation, the Certificate of Corporate/Organization Bidder, included in this IFB, must be executed. The certificate must be executed under the corporate seal by some duly authorized officer of the corporation other than the officer signing the bid. In lieu of the Certificate of Corporate Bidder, there may be attached to the bid copies of so much of the records of the corporation as will show the official character and authority of the officer signing, duly certified by the secretary or assistant secretary, under the corporate seal, to be true copies.

If the bidder is a partnership, and all partners sign the bid, with a notation that they are all general partners, the Government will not ordinarily require any further proof of the existence of the partnership. If all the partners do not sign the bid, then the names of all those except limited partners must be furnished on the bid form and the Government, in its discretion, may require evidence of the authority of the signer(s) to execute bids on behalf of the partnership. The name(s) and signature(s) of the designated bidder(s) must be included on the Bidder Registration and Bid Form.

If the bidder is a limited liability company, a certificate of the LLC must be completed and executed by the manager and submitted with the Bidder Registration Form. The Certificate of Corporate/Organization Bidder form may be used for this purpose.

13. NOTICE OF ACCEPTANCE OR REJECTION

Notice by the Government of acceptance or rejection of the bid shall be deemed to have been sufficiently given when faxed, mailed or emailed to the bidder or their duly authorized representative at the fax number physical address or email address indicated on the Bid Form. The processing of a registration deposit by the Government shall not, in itself, constitute acceptance of the bidder's offer. The Government reserves the right to reject any or all bids or portions thereof for any reason.

14. AUCTION SUSPENSION OR CANCELLATION

The Government reserves the right to temporarily suspend or cancel the auction for any reason without accepting a bid and resume the auction or start a new auction at any time. In the event of a temporary suspension due to technical problems, or other bidding issues, the Government will determine the high bidder and the high bid amount; re-open bidding and allow the auction to proceed according to the bidding terms described herein. The Government reserves the right to cancel the sale at any time and Registration Deposits will be returned to bidders without interest or further obligation by the Government.

15. INCREASE OF EARNEST MONEY AND TRANSACTION CLOSING

Upon written acceptance of a bid, the Earnest Money shall be applied towards payment of the Purchaser's obligation to the Government. The full balance of the purchase price in the form of electronic wire transfer is payable within **ninety (90) calendar days after acceptance of bid**. At the time of closing, all monies paid by the Purchaser will be credited, without interest, toward the total purchase price.

Within six (6) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit additional Earnest Money in the form of wired funds transfer, equal to at least **ten percent (10%) of the total bid** less any prior deposits, directly to GSA. Failure to provide these funds will result in a default and forfeiture of the Registration Deposit.

Within thirty (30) business days of acceptance of a bid by the Government, the Purchaser agrees to deposit additional Earnest Money in the form of wired funds transfer, equal to at least **twenty percent (20%) of the total bid** directly to GSA. Failure to provide these funds will result in a default and forfeiture of the Earnest Money.

16. REFUND OF REGISTRATION DEPOSITS

Registration Deposits accompanying bids that are rejected will be refunded to bidders without interest. Bidders who provided Registration Deposits by check will receive their check by mail. Refunds will only be processed to the same individual or entity identified on the Bidder Registration and Bid Form for Purchase of Government Real Property. Registration Deposits provided by credit card will be credited to the same account number provided.

Upon receipt of the Earnest Money described in Paragraph 15, credit card deposits may be refunded.

Registration Deposits received from the second highest bidder will be held as stipulated in Paragraph 17, Backup Bidder. All other Registration Deposits will be processed for refunds after the last day of the auction or upon written request to withdraw from the auction unless the bidder is the first or second highest bidder. Return of registration deposits by check will be processed in a timely manner but may require several days before the deposit is returned. Refunds to a credit card will usually be processed within three business days.

17. BACKUP BIDDER

The second-highest bidder will be the Backup Bidder. The bid of the Backup Bidder may be considered for acceptance for the duration of Continuing Offer period described in Terms of Sale, Paragraph 15, Continuing Offers, if: 1) the original High Bidder is unable to fully complete the transaction according to the terms and conditions of the IFB; or 2) if the original High Bidder fails to provide the required 10% of the purchase price as Earnest Money. The Bidder identified as the Backup Bidder agrees that their Bid remains a bona fide offer with which their Registration Deposit may be retained without interest, until the High Bidder provides the 10% Earnest Money or completes the transaction or both, at the Government's discretion. During the Continuing Offer period, the Bidder identified as the Backup Bidder agrees that they will not request retrieval, chargeback or any other cardholder refund and understands that a debt to the United States of America may be created if their deposits are in any way unavailable to the Government to which any party that participates in such chargeback or refund may be held accountable as provided in Terms of Sale, Paragraph 9, Revocation of Bid and Default. When the Backup Bidder is converted to the High Bidder, all terms, conditions and agreements described in the IFB are applicable to the successful bidder.

The Registration Deposit of the Backup Bidder will be returned as described in Paragraph 16, Refund of Registration Deposits, if the Backup Bidder is not converted to the High Bidder. In the event that the Government is unable to complete the transaction with the highest or backup bidder, the Government reserves the right to consider the remaining bid(s) and accept a bid that is in the best interest of the Government.

18. ADDITIONAL INFORMATION

GSA will provide additional copies of this IFB and make every effort to answer requests for additional information concerning the Property to facilitate preparation of bids. Each bid shall be deemed to have been made with full knowledge of all terms, conditions, and requirements contained in this IFB and any amendments made thereto prior to bid acceptance. Bidders may also review the information pertaining to the Property at <https://propertydisposal.gsa.gov> or RealEstateSales.gov.

19. WAIVER OF INFORMALITIES OR IRREGULARITIES

The Government may, at its election, waive any minor informality or irregularity in bids received.

20. NOTICE OF FOREIGN OWNERSHIP RULES AND RESTRICTION COVERING THIS PROPERTY

Bidder is hereby on notice that once it acquires title to the Property, it shall be the sole responsibility of Bidder, its respective successors, assigns, transferees in title and possessors in interest in the Property, to identify and fully comply with all applicable federal and state laws, rules, and regulations covering foreign investment and ownership of real estate within the United States of America and the applicable affected states.

21. AS-IS, WHERE-IS PROVISION

- a. GRANTEE AGREES AND ACKNOWLEDGES THAT GRANTOR IS SELLING THE PROPERTY STRICTLY “AS IS, WHERE IS”, WITH ALL FAULTS AND WITHOUT WARRANTY, EXPRESS OR IMPLIED, WITH ANY AND ALL LATENT AND PATENT DEFECTS. GRANTEE ACKNOWLEDGES THAT IT IS NOT RELYING UPON ANY REPRESENTATION, WARRANTY STATEMENT OR OTHER ASSERTION OF THE UNITED STATES OF AMERICA, AS GRANTOR, INCLUDING ITS AGENCIES OR ANY OFFICIAL, AGENT REPRESENTATIVE OR EMPLOYEE OF THE FOREGOING, WITH RESPECT TO THE PROPERTY’S CONDITIONS. EXCEPT AS SET FORTH IN THE CONTRACT, GRANTEE IS RELYING SOLELY AND WHOLLY ON GRANTEE’S OWN EXAMINATION OF THE PROPERTY, IS FULLY SATISFIED WITH THE PROPERTY, AND ACCEPTS ANY LIABILITIES OR COSTS ARISING IN CONNECTION WITH THE CONDITION OF THE PROPERTY, INCLUDING, BUT NOT LIMITED TO ANY COSTS OR LIABILITIES PERTAINING TO ANY ENVIRONMENTAL CONDITION ON THE PROPERTY. THE UNITED STATES OF AMERICA AND ITS AGENCIES DISCLAIM ANY AND ALL EXPRESS OR IMPLIED WARRANTIES AND SPECIFICALLY MAKE NO WARRANTIES OF TITLE, HABITABILITY, MERCHANTABILITY, SUITABILITY, FITNESS FOR ANY PURPOSE, OR ANY OTHER WARRANTY WHATSOEVER. GRANTEE IS PUT ON NOTICE THAT ANY PRIOR GRANT AND/OR ENCUMBRANCE MAY BE OF RECORD AND GRANTEE IS ADVISED TO EXAMINE ALL PUBLIC RECORDS AVAILABLE REGARDING THE PROPERTY.**
- b. NO EMPLOYEE OR AGENT OF GRANTOR IS AUTHORIZED TO MAKE ANY REPRESENTATION OR WARRANTY AS TO THE QUALITY OR CONDITION OF THE PROPERTY, MERCHANTABILITY, SUITABILITY OR FITNESS OF THE PROPERTY FOR ANY USE WHATSOEVER, KNOWN OR UNKNOWN TO GRANTOR, OR COMPLIANCE WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS, ORDERS, OR REQUIREMENTS INCLUDING, BUT NOT LIMITED TO, THOSE PERTAINING TO THE HANDLING, GENERATING, TREATING, STORING, OR DISPOSING OF ANY HAZARDOUS WASTE OR SUBSTANCE. IN NO EVENT SHALL GRANTOR BE RESPONSIBLE OR LIABLE FOR LATENT OR PATENT DEFECTS OR FAULTS, IF ANY, IN THE PROPERTY OR FOR REMEDYING OR REPAIRING THE SAME.**

**BIDDER REGISTRATION AND BID FORM FOR
PURCHASE OF GOVERNMENT REAL PROPERTY**

**One billion cubic feet (1.0 Bcf) of Federally
Owned Crude Helium,
Cliffside Field, Amarillo, Texas
SALE # FTWOR722027001
IFB #: BLM-R-2045
REGISTRATION DEPOSIT: \$5,000,000**

USERNAME: _____
(as established at RealEstateSales.gov)
UEI #: _____ **CAGE Code:** _____
BID AMOUNT \$ _____

Bidder Information: Please print or type legibly.

Name: _____
Address: _____
City: _____ State: _____ Zip: _____
Phone: (_____) _____ Fax: (_____) _____
Email: _____

BIDDER REPRESENTS THAT HE/SHE OPERATES AS (check which applies) see Instructions to Bidders, Paragraph 12, Bid Executed on Behalf of Bidder for instructions:

- ☐ An individual _____
☐ A partnership consisting of _____
☐ A trustee, acting for _____

THE FOLLOWING MUST PROVIDE THEIR CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER – SEE NEXT PAGE

- ☐ A limited liability partnership consisting of _____
☐ A corporation, incorporated in the State of _____
☐ A limited liability company _____
☐ Other _____

Registration Deposit:

Five Million Dollars (\$5,000,000) delivered by wire transfer of funds instructions in IFB Attachment C

Certification and Authorization

The undersigned bidder hereby offers and agrees to purchase the Property as described in the accompanying Invitation for Bids (IFB) for any bids placed by the undersigned and if any bid is accepted by the Government within one hundred (100) calendar days after the auction close date. This Bid Form is made subject to the terms of IFB No. BLM-R-2044 including the Property Description, Terms of Sale, Instructions to Bidders, Special Terms of Sale, Notices and Covenants, Bidder Registration and Bid Form For Purchase of Government Real Property, Lease, Historic Preservation Memorandum of Agreement, and any associated amendments to the IFB, all of which are incorporated herein and by reference made a part of any bid placed. B. Information collected herein is governed by the Privacy Act of 1974 (5 U.S.C. Section 552a) and is being collected to register a bidder for the sale of Government property.

Signature: _____ **Date:** _____

Send Registration Form with Registration Deposit to:

U.S. General Services Administration
Real Property Utilization and Disposal (7PZ)
819 Taylor Street, Room 11A30
Attn: William Rollings

FAX: 817-978-2063
EMAIL: william.rollings@gsa.gov

CERTIFICATE OF CORPORATE/ORGANIZATION BIDDER

(For use with Bidder Registration and Bid Form for Purchase of Government Real Property
see Instructions to Bidders, Paragraph 12, Bid Executed On Behalf Of Bidder for instructions)

**Federally Owned 1.0 Bcf Crude Helium,
Cliffside Field,
Amarillo, Texas 79124**

**THIS FORM MUST BE SIGNED BY SOMEONE OTHER THAN THE BIDDER
(UNLESS THE BIDDER IS THE SOLE AUTHORIZED REPRESENTATIVE OF THE
CORPORATION/ORGANIZATION).**

I, _____, certify that I am _____
(Secretary or Other Title)

of the Corporation/Organization named as bidder herein; that _____
(Name of Authorized Representative)

who signed this Bid Form for Purchase of Government Property on behalf of the bidder was then

_____ of said Corporation/Organization; that said bid was
(Official Title)

duly signed for and on behalf of said Corporation/Organization by authority of its governing body and is within the
scope of its corporate/organization powers.

(Signature of Certifying Officer/Manager)

(Corporate Seal Here, if applicable)

Attachment A - Sample Contract for Storage and Delivery of Helium for Purchaser of Helium Lot #1

CONTRACT FOR THE STORAGE AND DELIVERY OF HELIUM

BETWEEN

THE UNITED STATES OF AMERICA DEPARTMENT OF THE INTERIOR

BUREAU OF LAND MANAGEMENT

AND

THE PURCHASER OF HELIUM LOT #1

**(This Contract will be Assigned by Government
to Real Property Purchaser of the Federal Helium System
under Agreements, Terms and Conditions Hereinafter Provided.)**

Table of Contents

	<u>Page</u>
ARTICLE I	Definitions
ARTICLE II	Acceptance and Delivery of Helium-Gas Mixtures
ARTICLE III	Effective Date, Term, and Existing Agreements
ARTICLE IV	Fees
ARTICLE V	Billing and Payment
ARTICLE VI	Measurement
ARTICLE VII	Overdrawn
ARTICLE VIII	Right of Access
ARTICLE IX	Liability and Force Majeure
ARTICLE X	Termination
ARTICLE XI	Disposal of Federal Helium System
ARTICLE XII	Assignment of Contract
ARTICLE XIII	Disputes
ARTICLE XIV	Section 889 Representations and Certifications Contract
ARTICLE XV	Complete Agreement
ARTICLE XVI	Notices
ARTICLE XVII	Execution

CONTRACT NO. 2024-_____

CONTRACT FOR THE STORAGE AND DELIVERY OF HELIUM

Between

THE PURCHASER OF HELIUM LOT #

and the

UNITED STATES OF AMERICA

This Contract is made between _____
_____ (hereinafter called "Person", as defined in the Helium Stewardship Act, 50 U.S.C. §167 or "Purchaser of Helium Lot #1"), a corporation organized and existing under the laws of the State of _____, with its principal offices at _____, and the United States of America (hereinafter called "United States" or "Government"), acting through the Bureau of Land Management (BLM) of the Department of the Interior. The executing parties to this Contract are hereinafter jointly referred to as the "Parties".

The Parties jointly understand, acknowledge, and agree that this Contract will be assigned by the Government to the Real Property Purchaser of the Federal Helium System upon Federal conveyance of the Federal Helium System to private ownership under the terms and conditions hereinafter provided as required under the provisions of the Helium Stewardship Act, 50 U.S.C. §167d(d), as amended.

This contract between the Purchaser of Helium Lot #1 and the United States is independent from any FY 2022-2027 Storage Contract that Person may also have. Purchasers' New Helium will be treated separately from any Primary Private Helium owned by any Original Storage Contract Holder and in accordance only with the terms of this contract. In consideration of the mutual promises and covenants contained herein, the United States and Person agree as follows:

ARTICLE I
Definitions

1.1 "Acceptance/Delivery Point" - The term means any pipeline tap or connection to the Federal Helium Pipeline owned by Person prior to the Government Assignment and Conveyance of the Federal Helium System to the Purchaser and any pipeline tap or connection to the Helium Pipeline owned by Person after the Conveyance.

1.2 "Allocable gas" - The term means the volume of helium used in making allocation calculations for the Original Storage Contract Holders.

1.3 "Allocation" - Purchaser of Helium Lot #1 does not have an allocation under this contract but this term is included here because Person's priority access rates relate to the Original Storage Contract Holders' allocations.

The term means that prior to the Government Assignment and Conveyance of the Federal Helium System to the Real Property Purchaser, in the event of a shortage, or any time the delivery of helium must be divided among Original Storage Contract Holders, the Authorized Officer will allocate the remaining delivery capacity of the Federal Helium System, after the needs of Federal users have been

met, among all Original Storage Contract Holders storing helium in the Federal Helium System. Allocation during government ownership of the Federal Helium System will be calculated as a percentage of the remaining delivery capacity of the Federal Helium System according to the proportion of each Original Storage Contract holder's stored volume of Primary Private Helium to the total volume of Primary Private Helium stored by all Original Storage Contract Holders. Allocation will be calculated as of 8 a.m. Central Time on October 1, 2021, and annually each year after on October 1. The total volume of Primary Private Helium will not include the volumes of Helium Lot #1 and Real Property Purchaser's Helium. The Authorized Officer may, in his sole discretion, change the allocation method when technical or operational considerations make such changes necessary or appropriate, but the Authorized Officer will notify all storage Contract Holders before making any such change.

The term "Allocation" also applies after the Government Assignment and Conveyance to the Real Property Purchaser in the event of a shortage. Allocation will be calculated as a percentage of the remaining delivery capacity of the Helium System (minus the 11 percent Priority Access for Helium Lot #1, and the 9 percent Priority Access for Real Property Purchaser's Helium) according to the proportion of each Original Storage Contract holder's stored volume of Primary Private Helium to the total volume of Primary Private Helium stored by all Original Storage Contract Holders. Allocation will be calculated as of 8 a.m. Central Time each year annually on October 1. The Real Property Purchaser's Representative may, in his sole discretion, change the allocation method when technical or operational considerations make such changes necessary or appropriate, but the Real Property Purchaser's Representative will notify all storage Contract holders before making any such change. If changing the allocation method, Real Property Purchaser cannot change the definition of Primary Private Helium or the restriction that the allocation must be based only on volumes of Primary Private Helium, which does not include the volumes of Helium Lot #1 and the Real Property Purchaser's Helium.

In event of a shortage, Purchaser of Helium Lot #1 is assigned an 11 percent priority access right. The priority access right is independent from the allocation calculations under the Original Storage Contracts.

See 1.2 Allocable Gas, 1.22 Purchaser's New Helium, 1.33 Priority Access, 2.3 Delivery of Helium by United States or Real Property Purchaser, and 2.7 Shortages After Conveyance- for more information. If the Conveyance occurs in the middle of a fiscal year, the Allocation calculation for the Original Storage Contract Holders from October 1 of that year remains in effect until the next October 1.

1.4 "Authorized Officer" - The term means the person authorized to act on behalf of the BLM in approving, revising, managing, and terminating this Contract prior to the Conveyance of the Federal Helium System to Purchaser.

1.5 "Contained helium" - The term means the amount of helium in a "Helium-gas mixture."

1.6 "Contract Year" - The term means a period of time beginning at 8 a.m. Central Time on October 1 and ending at 8 a.m. Central Time on October 1 of the following year.

1.7 "Conveyance" - The term means the Government conveyance of all, right, title, interest, and obligations in and to the Federal Helium System to the Real Property Purchaser as required under the provisions of the Helium Stewardship Act, 50 U.S.C. §167d(d), as amended.

1.8 "Day" - The term means a period of twenty-four (24) consecutive hours beginning at 8 a.m. and ending at 8:00 a.m. Central Time the succeeding day.

- 1.9 “Existing Agreement” - The term means any written agreement between the United States and Person for any helium storage, delivery, or transportation services in or related to the Federal Helium System that is in effect as of the date that both Person and the United States have executed this Contract.
- 1.10 “Federal Helium Pipeline” - The term means the Federally owned pipeline system through which helium may be transported. The Federal Helium Pipeline extends from the vicinity of Bushton, Kansas, to the Cliffside Field, with lateral extensions to various helium extraction plants connected to said pipeline used or designed for the purpose of gathering and transporting the helium-gas mixture to and from the Bush Dome, Cliffside Field, near Amarillo, Texas.
- 1.11 “Federal Helium System” - The term means (A) the Federal Helium Reserve, as defined in 50 U.S.C. § 167(3); (B) the Cliffside Field; (C) the Federal Helium Pipeline; and (D) all other infrastructure owned, leased, or managed under Contract by the Secretary for the storage, transportation, withdrawal, enrichment, purification, or management of helium.
- 1.12 “Force Majeure” - The term means acts of God, acts of public enemy, wars, blockades, insurrections, riots, epidemics, landslides, lightning, earthquakes, fires, storms, floods, washouts, civil disturbances, explosions, breakage or accident to machinery or equipment, perforation or breakage of lines of pipe (whether caused by nature or act of a third party), freezing of wells or lines of pipe, partial or entire failure of gas wells or pressure protection devices, inability to obtain materials, supplies, or permits, and any laws, orders, rules, regulations, acts, or restraints of any government or governmental body of authority whether civil or military and any other cause, whether of the kind herein enumerated or otherwise, in each case, whether enumerated herein or otherwise, that is not within the control of the party claiming suspension and which by the exercise of due diligence such party is unable to avoid.
- 1.13 “Government Assignment” - The term means the action by the Government called for under Article II below to assign to Real Property Purchaser this Contract as part of the Conveyance to Real Property Purchaser of the Federal Helium System.
- 1.14 “Helium-gas mixture” - The term means the gaseous product contained in the Federal Helium System which is comprised predominantly of helium together with other chemical constituents of natural gas.
- 1.15 “Helium Pipeline” – The term means the pipeline system owned by the Purchaser after the Government Assignment and Conveyance through which helium may be transported. The Helium Pipeline will extend from the vicinity of Bushton, Kansas, to the Cliffside Field, with lateral extensions to various helium extraction plants connected to said pipeline used or designed for the purpose of gathering and transporting the helium-gas mixture to and from the Bush Dome, Cliffside Field, near Amarillo, Texas.
- 1.16 “Helium Reserve” – The term means the Federal Helium Reserve after Government sells, assigns, and conveys all title and rights to the Federal Helium System to the Purchaser.
- 1.17 “Helium System” - The term means (A) the Federal Helium Reserve, less Helium Lot #1, (B) the Cliffside Field; (C) the Helium Pipeline; and (D) all other infrastructure owned by Real Property Purchaser after Government Assignment and Conveyance to Real Property Purchaser and managed under this Contract by Real Property Purchaser’s Representative for the storage, transportation, withdrawal, enrichment, purification, or management of helium.

- 1.18 “Mcf” - The term means one thousand (1,000) standard cubic feet.
- 1.19 “Metering facility” - The term means the meter run, gas chromatograph, electronic flow computer and associated equipment at the Acceptance/ Delivery point on the Federal Helium Pipeline or Helium Pipeline.
- 1.20 “Month” - The term means a period of time beginning at 8:00 a.m. Central Time on the first day of a calendar month and ending at 8:00 a.m. Central Time on the first day of the succeeding calendar month.
- 1.21 “Original Storage Contract Holders” - The term means all Storage Contract Holders who entered into Contracts for the Storage and Delivery of Helium with the BLM in August or September of 2021.
- 1.22 “Primary Private Helium” - The term means the total of all privately owned helium stored by Original Storage Contract Holders in the Federal Reserve prior to October 1, 2022. Purchaser of Helium Lot #1 does not have any Primary Private Helium under this contract but this term is included here because it is used in the calculation of fees.
- 1.23 “Purchasers’ New Helium” - The Term means the helium purchased in Lot #1, and Real Property Purchaser’s helium purchased as a part of the 2023 sale of the Federal Helium System. In times of shortage, Purchaser of Helium Lot #1 has the right to withdraw 11 percent and Real Property Purchaser has the right to withdraw 9 percent of the total crude helium production per day of Purchaser’s New Helium. Purchaser of Helium Lot #1 may transfer their 11 percent priority access right of the total crude helium production per day to an Original Storage Contract Holder if Person transfers the equivalent amount of helium to the Original Storage Contract Holder. If Purchasers of New Helium do not use or transfer their priority access right for delivery for a specific month, that month’s priority access right for delivery would be converted to an allocation and distributed amongst the other Original Storage Contract Holders. For any day the Helium System is shut down, and Purchaser of Helium Lot #1 does not receive its 11 percent priority access right of the total crude helium production for that day, Purchaser’s New Helium priority access right does not apply and does not carry over.
- 1.24 “Real Property Purchaser” - The term means the Party, its successors, and assigns, that is the Government’s successor in title for the Real Property Portions of the Federal Helium System. The term also means the Government Assignee of this Contract effective as of the date of Conveyance of the Real Property Portions of the Federal Helium System.
- 1.25 “Real Property Purchaser’s Representative” - The term means the person authorized to act on behalf of the Real Property Purchaser, its successors or assigns, in approving, revising, managing, and terminating this Contract as the Assignee of this Contract after the Government Assignment and Conveyance of the Federal Helium System to the Real Property Purchaser as required under the provisions of the Helium Stewardship Act, 50 U.S.C. §167d(d), as amended.
- 1.26 “Required rate of withdrawal” - The term means a withdrawal rate assigned to Person by the Authorized Officer prior to Conveyance or by Real Property Purchaser’s Representative after the Government Assignment and Conveyance of the Federal Helium System. This rate is equivalent to the allocated rate calculated as described in 1.3 for the Original Storage Contract Holders and is 11 percent for the Purchaser of Helium Lot #1.

1.27 “Secondary Private Helium” - The term means any helium added via pipeline to the Federal Helium System after September 30, 2022, by an Original Storage Contract Holder not intended for transfer (see definition of Transfer Helium). After September 30, 2022, any Transfer Helium added by Person that is not removed within one month will be reclassified as Secondary Private Helium for Person. Secondary Private helium will be excluded from these storage Contract terms and Person must negotiate a separate storage and delivery contract with Purchaser. Any Secondary Private Helium added between September 30, 2022, and the Conveyance will be safeguarded and tracked, totaled, and documented by Government until Conveyance. Government will provide Person with Person’s balance of Secondary Private Helium on a monthly basis prior to the Conveyance. Government will provide Person and Purchaser with Person’s balance of Secondary Private Helium at the time of Conveyance. After the Conveyance, Person should immediately enter a contract for storage and delivery of Secondary Private Helium with Purchaser. Person may only withdraw Secondary Private Helium under the terms of this Contract prior to the Conveyance if the Federal Helium System is not under allocations, Person has withdrawn all of their Primary Private Helium, and has Secondary Private Helium that they wish to withdraw. Purchaser of Helium Lot #1 does not have the right to add helium and this term is included only to explain what happens to Transfer Helium added by Person that is not removed within one month.

1.28 “Standard cubic foot” - The term means the volume of helium-gas mixture or contained helium, as applicable, which occupies the space in one cubic foot when at a temperature of 60 degrees Fahrenheit and at an absolute pressure of 14.65 pounds per square inch.

1.29 “Transfer Helium” - The term means helium that is added to the Federal Helium System or Helium System after September 30, 2022, with the intention of being transferred one month. Transfer Helium is not considered Primary Private Helium. The intention for transfer must be sufficiently documented to satisfy the BLM or Purchaser that the helium will be withdrawn. After September 30, 2022, if the transfer of Transfer Helium is not completed within one month, it will be reclassified as Secondary Private Helium for the Person adding it. If the Person receiving the helium does not remove it within the month when it is assigned, it will also become reclassified as Secondary Private Helium.

1.30 “Bcf” - The Term means one billion (1,000,000,000) standard cubic feet.

1.31 “Helium Lot #1” - The term means the 1 Bcf of helium in the Federal Helium Reserve sold to a private entity (also, a "Person") in a separate transaction as part of the sale of the Federal Helium System. Helium Lot #1 does not constitute Primary Private Helium.

1.32 “Real Property Purchaser’s Helium” - The term means the 0.8 Bcf of helium purchased during the sale of the Federal Helium System by the Real Property Purchaser. Real Property Purchaser’s Helium does not constitute Primary Private Helium.

1.33 “Priority Access” - The term means the right for Purchaser of Helium Lot #1 and Real Property Purchaser to withdraw helium in times of shortage. Purchaser of Helium Lot #1 has an 11 percent Priority Access right and Real Property Purchaser has 9 percent Priority Access right.”

ARTICLE II

Acceptance and Delivery of Helium-Gas Mixtures

Pursuant to 50 U.S.C. 167d(d), as amended, the BLM reported the Federal Helium System as excess property for disposal to the General Services Administration (GSA) on September 24, 2021, to be disposed of in accordance with the provisions of Title 40 of the United States Code. The Government

Assignment and Conveyance to Real Property Purchaser of the Federal Helium System, is projected to occur prior to September 30, 2024. At the time of the Conveyance, the United States will assign this storage contract to the Real Property Purchaser.

2.1 Storage by the United States and Real Property Purchaser.

The United States or Real Property Purchaser, as applicable, agrees to store and deliver the helium of Purchaser of Helium Lot #1 in accordance with the 11 percent priority access right during times of shortage. This contract does not give the Purchaser of Helium Lot #1 the right to add and store any additional helium in the Federal Helium System or Helium System. However, Person may use the Federal Helium System or Helium System for transfers to other storage Contract holders with any transferred helium becoming Secondary Private Helium for the party accepting it, if it is not withdrawn within the same month as the transfer.

2.2 Transfer Helium for Purchaser of Helium Lot #1

The Helium Purchaser of Lot #1 is permitted to negotiate private agreements utilizing the Federal Helium System for transfers with other storage Contract holders in good standing. Person's 11 percent priority access right for withdrawal does not transfer with the helium unless it is delivered in the month of the transfer. If any of Purchaser's New Helium is not delivered in the month of transfer, it becomes Secondary Private Helium consistent with the terms of the Original Storage Contracts and is not factored into future allocation calculations for the transfer recipient.

2.3 Delivery of Helium by the United States or Real Property Purchaser

The United States and Real Property Purchaser, as applicable, agree to deliver to Person during the term of this Contract as much of the volume of Helium Lot #1 owned by the Person and stored by the United States in the Federal Helium System or stored by Real Property Purchaser in the Helium System, as applicable, that Person requests. Delivery is subject to any allocations in place, all terms and conditions of this Contract, the limitations of the Federal Helium System or the Helium System to deliver, and the rights of the other Original Storage Contract Holders within the Federal Helium System or the Helium System, as applicable.

(a) Allocations for Original Storage Contract Holders are calculated on October 1 each year based on amount of Primary Private Helium in the Federal Helium System or Helium System, as applicable and do not include the amount of helium in Helium Lots #1 and Real Property Purchaser's helium. The last allocation calculated prior to the Conveyance will remain in effect until it is recalculated the subsequent October 1 after the Conveyance.

(b) Purchasers' New Helium and all Original Storage Contract Holders' Secondary helium is not included in allocation calculations.

(c) Once this contract is executed, Purchaser of Helium Lot #1 may request delivery of helium per the terms of this contract.

(d) In times of shortage, Purchaser of Helium Lot #1, is guaranteed a priority access right of 11 percent of the total crude production per day.

(e) The Real Property Purchaser's Representative will allocate the remaining delivery capacity of the Helium System among the Original Storage Contract Holders per their Storage Contracts.

(f) Upon Conveyance, the Parties understand, acknowledge, and agree that the United States has no obligation to facilitate or ensure delivery by the Real Property Purchaser of Purchaser's New Helium. Real Property Purchaser will be bound to the delivery terms and fees described in this Contract for Purchaser's New Helium during the term of this Contract.

(g) Purchaser's New Helium will be delivered to Person at Person's Acceptance/Delivery Point where the Federal Helium Pipeline or Helium Pipeline is connected with a line that goes to Person's facilities, and in a helium-gas mixture containing not less than 50 percent helium by volume, and at the pressure existing in the system at the time and at the point of delivery, and will be delivered under conditions that permit suitable measurement and analysis specified by Article VI.

2.4 Title to Helium

The Parties agree that upon delivery to Person of Purchaser's New Helium stored under this Contract, title to all constituents of the helium-gas mixture delivered to Person will pass to Person at the point of delivery.

2.5 Person's Estimates of Requests for Delivery.

Person will provide estimates to the Authorized Officer or Real Property Purchaser's Representative, as applicable, of all volumes Person plans to request from the Federal Helium System or Helium System as follows:

(a) Person agrees that, it will advise the Authorized Officer or Real Property Purchaser's Representative, as applicable, annually on October 1 each year of the volume of stored Primary Private Helium of which it expects to request delivery during the Contract Year beginning on October 1 of that year, so that the United States or Real Property Purchaser may estimate the total volume of helium which the United States or Real Property Purchaser, as applicable, may need to deliver from the Federal Helium System or Helium System during each Contract Year.

(b) On or before the twentieth day of each calendar month, Person will notify the Authorized Officer or Real Property Purchaser's Representative, as applicable, of any changes to the estimated volume of stored Purchaser's New Helium of which Person expects to request delivery during the succeeding calendar month.

(c) If Person fails to provide the information required under paragraph (a) or paragraph (b) of this section at the time required, Person agrees to pay \$2,000 in liquidated damages to compensate the United States or Real Property Purchaser's Representative, as applicable, for its administrative costs.

2.6 Shortages.

If the Authorized Officer or Real Property Purchaser's representative, as applicable, believes that the delivery capacity of the Federal Helium System or Helium System is inadequate to meet the total expected delivery requirements (referred to as a "shortage") the Purchaser of Helium Lot #1 has the

right to remove 11 percent priority access of the total crude production from the Cliffside gas field per day of Purchaser's New Helium, each day that the plant is in production. The Real Property Purchaser's Representative will also subtract the 9 percent priority access for Real Property Purchaser and then allocate the remaining delivery capacity of the Helium System to the Original Storage Contract Holders consistent with their contracts.

2.7 Notification of times when Person's plant is unable to accept deliveries.

Person agrees to notify the United States or Real Property Purchaser's Representative, as applicable, of all scheduled plant turnarounds and/or major unscheduled plant problems that affect the operations of the Federal Helium System or the Helium System or any other operational events that may affect deliveries of helium from, the Federal Helium System or the Helium System as soon as practicable after learning of such problems or events. The United States or Real Property Purchaser's Representative, as applicable agrees to keep this information confidential to the extent permitted by law.

ARTICLE III

Effective Date, Term, and Existing Agreements

3.1 This Contract will be effective upon signature by both parties and upon the BLM's receipt and confirmation of payment for Helium Lot #1, and will continue thereafter until September 30, 2027, at 11:59 p.m. Central Time.

(a) This Contract is not renewable.

3.2 When this Contract terminates by expiration on September 30, 2027, Person retains title to Helium Lot #1. If Person has Helium Lot #1 stored in the Helium System and does not enter a new Contract with Real Property Purchaser, Person may transfer Person's helium to another party who has entered a new Contract with the Real Property Purchaser. Upon termination of the FY 2022-2027 Contract by expiration, if Person does not enter a new contract with Real Property Purchaser, Person must continue to pay the Real Property Purchaser fees related to Helium Lot #1 remaining in the Helium System in accordance with Article IV until all of Helium Lot #1 is withdrawn. Monthly fees will be waived for any month where Person has claimed Force Majeure.

3.3 This Contract is in addition and separate from any Original Storage Contract that Person may also have.

ARTICLE IV

Fees

4.1 Person will pay the United States prior to the Conveyance, and to Real Property Purchaser after the Conveyance, for the acceptance, delivery, storage, transportation, and other services provided under this Contract, the following fees. Fees are subject to adjustments as hereinafter provided:

(a) Contract Administration Fee. For FY 2024-FY2027, whether used or not, on October 1, each year, Person will pay to the United States or Real Property Purchaser eighteen thousand dollars (\$18,000) due on the first day of each Contract Year. The United States will prorate this fee and pay the remainder to the Real Property Purchaser if the Conveyance occurs in the middle of the year.

(b) Acceptance/Delivery Point Assessment Fee. For each Acceptance/Delivery Point that Person has to move helium-gas mixtures to or from the helium storage pipeline, Person will pay twenty thousand (\$20,000) dollars per year due on the first day of the Contract Year to the United States or Real Property Purchaser as applicable, unless this fee is paid in accordance with an existing helium storage contract. Person has _____ Acceptance/Delivery Points located at _____

The United States will prorate this fee and pay the remainder to the Real Property Purchaser if the Conveyance occurs in the middle of the year.

(c) Transportation and Storage Fees.

Flat fee of 11 percent of B. If Person withdraws more than their 11 percent of total delivery per year (due to periods when the System was not under allocations), the flat fee will reflect the higher percent that it withdraws.

Where:

B is the annual budget amount (operating cost, overhead costs, new infrastructure costs including costs to make a helium extraction unit operable and spread over the lifetime of the infrastructure), and maintenance costs for the Federal Helium System or the Helium System, as applicable, and its supporting services for each succeeding fiscal year. The annual budget will be adjusted by any over or under collections from the previous Fiscal Year.

(d) Transfer Fee. Prior to the Conveyance, for each transfer of ownership of Purchaser's New Helium stored by Person to another storage Contract holder, Person will pay to the United States or the Real Property Purchaser each transfer of ownership of Purchaser's New Helium by Person to another storage Contract holder, Person will pay to the Real Property Purchaser, \$200.

(e) There will be no refund of any fees if Person terminates the Contract before the end of the Contract Year. (See paragraph 10.3).

4.2 In addition to the fees specified in paragraph 4.1, 4.2 outlines additional expenditures, requirements, and clarifies ownership of equipment.

(a) Person will reimburse the United States or Real Property Purchaser, as applicable, for the full amount of any expenses incurred by the United States (and not included in the fees identified in paragraph 4.1) for repair, construction, installation, or modification of any facilities, pipeline connections, metering stations, compressor stations, gas measurement software necessary for Person's connection to, or delivery into or from the Federal Helium Pipeline or the Helium Pipeline, as applicable, for the purpose of this Contract.

(b) Any such activity described in paragraph 4.2(a) which will require the expenditure of more than \$5,000, will be made only with the prior written consent of Person.

(c) In the event that Person refuses to consent to any such activity or fails to pay or reimburse the United States or Real Property Purchaser, as applicable, for any expense incurred by United States or Real Property Purchaser, as applicable under this paragraph 4.2, the United States and Real Property Purchaser, as applicable, will be relieved of any obligation to Person to accept helium

under this Contract. United States and Real Property Purchaser additionally reserve the right to any other remedies available by law.

(d) Any facilities constructed or installed by the United States or Real Property Purchaser, as applicable, and paid for by Person pursuant to paragraphs 4.2, or 4.3, that may be removed without damaging or otherwise adversely affecting the Federal Helium System or the Helium System will remain the property of Person after any such facilities are no longer necessary for the purpose of this Contract and may be removed by Person within a reasonable time.

4.3 Resource Management Fee

(a) If Person takes delivery of helium from the Federal Helium System or Helium System, Person will pay to the United States or Real Property Purchaser, as applicable, a Resource Management Fee (RM) of 11 percent of EA as defined by the Original Storage Contracts. If Person withdraws more than its 11 percent of total delivery per year, the flat fee will reflect the higher percent that it withdraws. The RM fee provides reimbursements for the Government's Crude Helium Enrichment Unit (CHEU) lease and repairs on equipment that is used to produce crude helium and natural gas; or the RM fee is a fee to the Real Property Purchaser for operation of its helium extraction equipment.

Person agrees to pay the RM in 10 equal installments, with the first payment included in the November billing statement under Article V below. Subsequent installments will be included in each of the following monthly billing statements until the full amount of the RM is billed and installments will be due even if Person terminates the Contract early.

EA is the annual enrichment charge, which equals the BLM's full cost associated with the operation repairs and infrastructure improvement of the CHEU or Real Property Purchaser's full cost associated with the operation and repairs and infrastructure improvement of its helium extraction equipment.

(c) If Person receives all of Purchaser's New Helium prior to the end of the fiscal year, person must still pay all 10 installments of their RM fee or can pay the remaining balance in one payment.

ARTICLE V Billing and Payment

5.1 On or before the 15th day of each month, the United States or Real Property Purchaser, as applicable, will transmit to Person a statement for the preceding month showing:

- (1) the volume of Helium Lot #1 delivered to Person by Real Property Purchaser;
- (2) the percentage of Helium Lot #1 in such delivered helium-gas mixture;
- (3) the volume of contained Helium Lot #1 delivered;

(4) the net volume of Person's contained Helium Lot #1 remaining in the Federal Helium System or the Helium System, as applicable; and,

(5) the sum of money due and payable to the United States or Real Property Purchaser, as applicable for the succeeding month for the applicable fees specified in paragraphs 4.1 to 4.3, together with whatever calculations and any other information as may be required to substantiate the monthly activity.

5.2 Person will pay the amounts due the United States or Real Property Purchaser, as applicable, as billed under paragraph 5.1 within 30 days of the date of the bill.

5.3 The United States or Real Property Purchaser, as applicable, will bill Person separately for any amounts due the United States or Real Property Purchaser, as applicable under Article IV, paragraph 4.2, or Article VII within 60 days after the United States determines the amounts due.

5.4 In the event of any error in the billing statement, Person shall notify the BLM or the Real Property Purchaser's Representative, as applicable upon receipt regarding any obvious errors in billing amount. The BLM or Real Property Purchaser's Representative may revise and resend the billing statement based upon obvious errors or, for more complex errors, require Person to pay the amount billed notwithstanding such error. Any adjustment resulting from any overpayment by Person will be shown as a credit in the next billing statement after the error is resolved. Any underpayment by Person will be included in the next billing statement after the error is resolved. Any billing error must be initially raised within 1 year of the billing date containing the error or is deemed waived.

5.5 Before date of Government Assignment and Conveyance to Real Property Purchaser and in the event that Person fails to pay any amount due by the date due, interest will accrue on the unpaid amount, and the United States may collect the amount due together with interest, penalties, and any other applicable fees or amounts, under the Debt Collection Act of 1982, as amended, 31 U.S.C. §§ 3701 *et seq.*, and implementing regulations. After date of Government Assignment and the Conveyance and in the event that Person fails to pay any amount due by the date due, interest will accrue based on the yield of 10-year United States Treasury maturities as reported by the Federal Reserve Board in "Federal Reserve Statistical Release H.15" plus 2% rounded to the nearest one-eighth percent (1/8%) on the unpaid amount and the Real Property Purchaser may collect the amount due together with interest, penalties, and any other applicable fees or amounts as well as seek enforcement in the appropriate judicial forum.

ARTICLE VI Measurement

6.1 Person will install, operate, and maintain at the points of delivery of Helium Lot #1 all of the equipment necessary for the measurement and analysis of the helium-gas mixture delivered by the United States or Real Property Purchaser to Person which is suitable, in the opinion of the Authorized Officer or Real Property Purchaser's Representative, as applicable, for the intended purpose. The United States or Real Property Purchaser will not be obligated to deliver Purchaser's New Helium to Person from storage whenever, in the opinion of the Authorized Officer or Real Property Purchaser's Representative, as applicable, any of the said equipment is unsuitable for the intended purpose.

6.2 The United States or Real Property Purchaser, as applicable, may, at its option and expense, install data communication equipment on Person's measurement installation to obtain accurate measurements of helium volumes for billing purposes; however, no such data communication equipment

will be installed by the United States or Real Property Purchaser in any way that would, in Person's opinion, interfere with the operation or the accuracy of Person's measurement equipment.

6.3 The unit of measurement for helium-gas mixtures and contained helium will be "Mcf" as defined in Article I of this Contract. The helium-gas mixture will be measured at the pressure and temperature conditions in the measurement equipment. The measured volumes of helium-gas mixture and contained helium will be adjusted in accordance with Ideal Gas Laws, corrected for deviation as provided in this Article VI or as the parties may otherwise mutually agree in writing, to derive the delivered volume at standard temperature and pressure. For purposes of that adjustment calculation, the atmospheric pressure at the meter will be assumed to remain constant at the standard barometric pressure at the altitude of the measurement equipment.

6.4 The helium-gas mixture will be measured by orifice meters installed and operated in accordance with methods prescribed by the American Gas Association, Gas Measurement Committee Report No. 3, dated April 1955, as amended. Person will use the *Emerson ROC 809 Electronic Flow Meter (EFM) using Detailed Characterization Method (DCM)*, including the super-compressibility factors. The United States and Real Property Purchaser as applicable may approve or require other meters that meet operational and technical specifications.

6.5 Person will not install or use any new or replacement meter or measuring equipment to which this Article VI applies before the United States or Real Property Purchaser, as applicable, has approved the design and installation of the meter or equipment.

6.6 Person will perform the following minimum inspections and tests on orifice meters in the presence of authorized BLM Officer or Real Property Purchaser's Representative or other designated Contractors, employees, and agents:

- (a) Person will remove and inspect the orifice plates at least once every 6 months (with no more than 200 days between inspections) or whenever data indicates to either party a potential error of the measurement system, upon notification.
- (b) Person will inspect the meter tubes whenever requested by the United States or Real Property Purchaser and upon initial plant startup or installation of a new or replacement meter tube.
- (c) Person will comply with all calibration requirements for EFM and Multi Variable Sensors (MVS) in the ROCLINK 800 User manual, ROC 809 Remote Operations Controller Instruction Manual, and all other related manufacturer manuals.
- (d) The parties may agree upon additional tests and inspections or alternative times for the tests and inspections required under this Article VI.

6.7 Person will not install any attachments between the point of measurement and the Federal Helium Pipeline after initial startup without the written consent of the Authorized Officer. In addition, Person will not install any attachments between the point of measurement and the Helium Pipeline after initial startup without the written consent of Real Property Purchaser's Representative.

6.8 Person will calculate specific gravity and determine the percentage of helium by volume in the helium-gas mixture based on gas chromatograph analysis. Person will maintain and calibrate the gas chromatograph in accordance with its manufacturer's recommendations. Person must provide the gas

used in calibration procedures and must obtain BLM's or Real Property Purchaser Representative's approval, as applicable, of that gas as the calibration standard. The chromatograph must measure helium, nitrogen, methane, and hydrogen. Person will measure other components as necessary so that at least 99.8 percent of the gas stream components are directly measured.

6.9 Person will maintain at the point of measurement suitable equipment to collect a sample each day proportionate to flow that is representative of the 24-hour helium-gas mixture tendered by Person or delivered by the United States or Real Property Purchaser, as applicable, that is adequate for laboratory analysis, consistent with the pressures and cylinder sizes specified in Section 4.1(f). Person will provide this sample to the United States or Real Property Purchaser as applicable. The United States or Real Property Purchaser's Representative, as applicable, will retain this sample until the United States or Real Property Purchaser, as applicable, witnesses the next meter inspection.

6.10 In addition to the inspections provided for under paragraph 6.6, each party will have the right, at reasonable times, to inspect metering facilities installed and operated by the other party in the presence of a representative of the installing party, and to request tests and witness tests thereof but not to alter or in any manner disturb or adjust the facilities of the other party. If either party desires a test or inspection of any meter, or if a party observes a variation between meters upon which a billing statement is based and any check meter, such party will promptly notify the other party thereof. Each party will give the other party reasonable notice of the time of monthly and annual tests and inspections of metering facilities 72 hours in advance of such tests and inspections so that the other party may have its representatives present.

6.11 If, upon test or inspection, operation of any equipment at any metering facility is found to be inaccurate by an amount exceeding 1.0 percent at a reading corresponding to the average rate of flow or condition for the period since the last preceding test or inspection, then the equipment will be adjusted to zero error and any previous readings will be corrected for zero error for the period which is known or agreed upon; but in case the period is not known or agreed upon, such correction will be for a period equal to one-half of the time elapsed since the date of the last such test or inspection.

6.12 The volume of contained helium will be determined by multiplying the volume of helium-gas mixture by the volume percentage of helium. The helium percentage used in this computation will be determined by the recording analytical instrument described in paragraph 6.8 if it is operative; otherwise, a laboratory analysis of the representative sample described in paragraph 6.9 will be used to determine the contained helium for the day. One such computation will be made for the volume of contained helium tendered for delivery hereunder each 15-minute period or as determined by EFM.

6.13 Person will retain all records and electronic data generated by Person's metering facilities and any other information used for billing purposes for the period of this Contract and for 2 additional years thereafter. Person agrees to promptly provide to the BLM or Real Property Purchaser, as applicable, all records or data that the BLM or Real Property Purchaser's Representative may request.

6.14 In the event that any of the samples or any of the records or analyses mentioned in this Article VI are lost, damaged, or destroyed, and the parties are unable to otherwise agree on a basis for determining any calculation elements or measurement factors that are unknown by reason of such loss or damage, then the readings of such records or results of data analyses will be computed the same as the average corresponding readings or results prevailing in either a 5-day interval preceding or following the period in question, or both intervals if readings and results are available for each.

ARTICLE VII Overdrawn Account

7.1 This next section applies only between the United States and Person and addresses overdrafts of a monthly allocation (see 1.3) of Helium Lot #1 in times of shortage.

(a) The United States will provide e-mail notification that the storage account is overdrawn.

(b) For any month for which companies are under an allocation, if Person overdrafts more crude helium from the Federal Helium System than Person's priority access right for that month, the United States will reduce delivery to Person in the next month by a volume equal to Person's overdrawn volume.

(c) Upon notification by the United States, Person shall work to rectify the overdraw of the monthly priority access right and will not withdraw anymore until the United States notifies Person that Person may resume withdrawal.

(d) If Person overdrafts its storage account for more than one month in a Contract Year, the United States may at its discretion, declare Person ineligible to receive helium deliveries for a period of up to three months. The fine noted in 7.1(d) only applies for overdrafts described in (d).

(e) The remedies provided in this Article are not in derogation of any other remedy available to the United States, as applicable, by law.

7.2. This next section applies only between the Real Property Purchaser and Person after Government Assignment and Conveyance to Real Property Purchaser. This section addresses both overdrafts of a monthly allocation (see 1.3) of Person's total storage and overdrafts of Person's total storage volume during the final withdrawal of Helium Lot #1 from this Contract and associated disconnection of the Helium System if Person does not enter a new contract with Real Property Purchaser after the conclusion of this contract.

(a) Real Property Purchaser's Representatives will provide e-mail notification that the storage account is overdrawn.

(b) For any month for which companies are under an allocation, if Person overdrafts more crude helium from the Helium System than Person's priority access right for that month, Real Property Purchaser's Representative will reduce delivery to Person in the next month by a volume equal to Person's overdrawn volume.

(c) Upon notification by the Real Property Purchaser's Representative, Person shall work to rectify the overdraw of the monthly priority access right and will not withdraw any more until the Real Property Purchaser notifies Person that Person may resume withdrawal.

(d) If overdraw is associated with shutting in of the meter and permanent disconnection from the Helium Pipeline and if helium is overdrawn by more than 10 Mcf, Person agrees to pay \$5,000 to the Real Property Purchaser as liquidated damages.

(e) For overdrafts other than those associated with (d), if Person overdrafts its storage account for more than one month in a Contract Year, Real Property Purchaser, may at its

discretion, declare Person ineligible to receive helium deliveries for a period of up to three months. The fine noted in 7.1(d) only applies for overdraws described in (d).

(f) The remedies provided in this Article are not in derogation of any other remedy available to the Real Property Purchaser, as applicable, by law.

ARTICLE VIII Right of Access

8.1 Person will grant to the United States or Real Property Purchaser, as applicable, such rights of access to land and facilities owned or controlled by Person as may be necessary for the performance of this Contract. Person further agrees to grant to the United States and Real Property Purchaser, as applicable, such rights-of-way as may be necessary for the BLM and Real Property Purchaser's Representative, its designated Contractors, employees, and agents, to install appropriate equipment for acceptance and delivery of helium into or from the Federal Helium Pipeline and Helium Pipeline, as applicable. All equipment placed by the United States or Real Property Purchaser and paid for by the United States or Real Property Purchaser, as applicable, upon land owned or controlled by Person will remain the property of the United States or Real Property Purchaser, as applicable. The United States and Real Property Purchaser will comply with the Person's reasonable environmental, health and safety rules.

ARTICLE IX Liability and Force Majeure

9.1 Subject to the United States' authority under the Helium Act, as amended by the Helium Stewardship Act enacted on October 2, 2013, and any other applicable law, prior to the Conveyance the United States shall be responsible for the safe storage of Helium Lot #1, and the United States agrees to tender for delivery prior to the Conveyance as much of Helium Lot #1 if the system is not under allocation and subject to the limitations of the Federal Helium System. Provided, however, that the United States shall have no liability to Person for any loss or damage to Person's volume of helium as a result of Force Majeure while such helium is in the possession of United States.

9.2 The Parties further understand, acknowledge, and agree that the United States shall not be liable for safe storage or delivery of Helium Lot #1 remaining in the Federal Helium System after the Government's Assignment and Conveyance to Real Property Purchaser. Subject to the terms of this Contract, after the Conveyance, the Real Property Purchaser, its successors, and assigns, shall assume and be fully responsible for the safe storage of Person's volume of Helium Lot #1 remaining in the Helium System under this Contract and tender for delivery all of Helium Lot #1 remaining under this Contract at the rates assigned by this Contract. Provided however, that the Real Property Purchaser, its successors, and assigns, shall have no liability to Person for any loss or damage to Helium Lot #1 as a result of Force Majeure while such helium is in possession of Real Property Purchaser.

9.3 In the event of either Party being rendered unable, in whole or in part, to carry out any non-monetary obligation under this Contract as a result of force majeure, upon such Party giving notice in writing to the other Party as soon as possible after the occurrence of the force majeure event describing the particulars of the event, the obligations of the Party giving notice that are affected by the force majeure event will be suspended. For purposes of this specific clause, Real Property Purchaser, its successors, and assigns, is included within the term "Party".

(a) Such suspension will continue for the duration of the Party's inability to carry out the obligation, but for no longer period.

(b) The Party giving notice agrees to remedy such inability to perform as soon as practically possible.

(c) Any loss of helium-gas mixture from the Federal Helium System or Helium System as a result of force majeure will be borne by all Parties, including the United States or Real Property Purchaser, its successors and assigns, as applicable, in proportion to each party's ownership of the gas stored in the Federal Helium System or the Helium System, as applicable, as of the first day of the month in which the force majeure event occurs. Any such losses will be reduced by the same proportion of any recovery from any third party for causing a force majeure event. For losses only involving the pipeline, the Authorized Officer or Real Property Purchaser's Representative, as applicable, will determine each Party's proportional loss based on the Party's withdrawal of helium from the Federal Helium System or the Helium System, as applicable, during the previous 24 hours.

ARTICLE X Termination

10.1 The United States or Real Property Purchaser, as applicable, may at their respective options terminate this Contract if Person continues to fail to comply with any provision of this Contract for a period of 60 days after receipt of notice of the non-compliance. The termination will be effective on the last day of the second month following the month in which Person receives notice of termination.

10.2 In the event of termination by the United States or Real Property Purchaser, as applicable, Person agrees:

(a) Person may sell all of Helium Lot #1 above the volume referred to in paragraph (c) of this section to a third party who has a helium storage Contract with the United States or Real Property Purchaser, as applicable within 90 days after termination of this Contract. Person must inform the United States or Real Property Purchaser's Representative of the sale.

(b) To the extent that Person fails to sell all of its remaining stored helium under paragraph (a) of this section, the United States or Real Property Purchaser, as applicable may, on behalf of Person, sell such helium. The United States or Real Property Purchaser, as applicable, will arrange for the purchaser to pay the purchase price directly to Person, and Person agrees that the United States and Real Property Purchaser bears no liability to Person for any part of the purchase price.

(c) The United States or Real Property Purchaser, as applicable, may take title to and sell that portion of Person's stored helium in the Federal Helium System or the Helium System, as applicable, as is necessary to cover any unpaid amounts owed to the United States or Real Property Purchaser under this Contract. United States or Real Property Purchaser will inform Person of the sale price for the stored helium when obtaining reimbursement for any unpaid amounts.

10.3 Prior to the Conveyance, the United States may, at its option:

(a) Terminate this Contract in the event that Congress amends, repeals or withdraws, in whole or in part the appropriations or authorities contained in 50 U.S.C. §§ 167-167q as they exist on

the date of execution of this Contract. Termination will be effective immediately upon Person's notice of termination.

(b) In the event of termination by the United States under this section, the parties agree that Person retains ownership of its helium stored in the Federal Helium System, but Person is not required to pay any fees to the United States under this Contract.

10.4 Person may, at its sole option, terminate this Contract if—

(a) Person has given the United States or Real Property Purchaser's Representative, as applicable, 90 days written notice of its election to terminate;

(b) Person pays all applicable fees due through the end of the Contract Year; and

(c) All of Purchaser's New Helium is removed or title thereto is transferred to a third party who has a storage Contract with the United States or Real Property Purchaser, as applicable by the proposed termination date.

ARTICLE XI

Disposal of Federal Helium System

11.1 The parties acknowledge that under applicable provisions of the Helium Act, as amended by the Helium Stewardship Act enacted on October 2, 2013, as they exist on the date of execution of this Contract, the United States designated as excess the remaining assets in the Federal Helium System to the GSA on September 24, 2021. The GSA will permit the continued operation of the Federal Helium System and delivery of privately owned helium stored or transported in the Federal Helium System while it conducts its disposal process on behalf of the United States in accordance with the provisions of subtitle I of Title 40 of the United States Code.

11.2 The Parties agree that if the United States sells or transfers ownership of the Federal Helium System to a non-federal entity, the United States will, subject to applicable law at the time of sale or transfer, including but not limited to subtitle I of Title 40 of the United States Code, require as a condition of sale or transfer, that (i) the Real Property Purchaser or transferee, its successors and assigns, will take the Federal Helium System subject to Person's ownership interest in Helium Lot #1 stored in the Federal Helium System; (ii) the Real Property Purchaser, its successors and assigns, will assume the obligations of the United States under this Contract to deliver Helium Lot #1 stored in the Federal Helium System; and (iii) the Real Property Purchaser, its successors and assigns, or transferee will allow Person to withdraw all of Helium Lot #1 stored in the Federal Helium System subject to the terms and conditions of this Contract. Upon sale or transfer of ownership of the Federal Helium System to the Real Property Purchaser, this Contract will be assigned to the Real Property Purchaser subject to the terms and conditions of this Contract. Person agrees to release the United States from any and all performance obligations under the Contract upon Conveyance of the Contract to the Real Property Purchaser.

ARTICLE XII

Assignment of Contract

12.1 This Contract and all terms, conditions, and the covenants hereof, will be binding upon and inure to the benefit of the parties hereto, their successors, and assigns. If a party makes an assignment, they must notify the other party in writing 30 days in advance.

12.2 Assignment of Contract by Person.

(a) Person will have the right to transfer title to any part of Helium Lot #1 stored in the Federal Helium System or Helium System, as applicable as provided for in this Contract. Title may be transferred to any party that is in good standing and holds an equivalent helium storage Contract with the United States or Real Property Purchaser as applicable.

(b) If Person is acquired by or merges with another entity holding a helium storage Contract with the United States or Real Property Purchaser, Person agrees that all fees under this Contract will continue until this Contract is terminated pursuant to Article X or the two Contracts are replaced by one Contract between the United States or Real Property Purchaser and the entity resulting from the merger. This clause does not require Real Property Purchaser to agree to merge the two contracts.

12.3 Assignment of Contract by United States

(a) The United States will transfer this Contract to Real Property Purchaser upon Conveyance of the Federal Helium System and Real Property Purchaser shall fully assume and be responsible for delivery of Purchaser's New Helium as contemplated and provided for in this Contract during the term of this Contract.

ARTICLE XIII

Disputes

13.1 **This section only applies to disputes between the United States and Person.** Any dispute concerning a question of fact or law arising under this Contract, while the United States is a party to the Contract, which is not disposed of by agreement will be decided by the Authorized Officer, who will render a decision and serve a copy thereof on Person. If Person disagrees with the Authorized Officer's decision, Person and the United States agree to incorporate the administrative review procedures of 43 C.F.R. 3165.3(b), and Person may appeal the Authorized Officer's decision to the State Director of the BLM State Office having jurisdiction over the Authorized Officer. Pending a final non-appealable decision of a dispute hereunder, both parties will proceed diligently with the performance of their obligations under this Contract and in accordance with the Authorized Officer's decision pursuant to this section 13.1.

13.2 **This section only applies to disputes between the Real Property Purchaser and Person.** Any disputes that arise after the Government Assignment and Conveyance will be disposed of strictly between Real Property Purchaser and Person whether by mutual written agreement or by seeking legal redress in the appropriate federal or state judicial forum. Person understands, acknowledges, and agrees that the United States shall no longer be a responsible party to either Real Property Purchaser or Person after Government Assignment and Conveyance and shall not be made a party any dispute or judicial proceeding pursuant to this Section 13.2.

ARTICLE XIV
Section 889 Disclosure and Certification

Section 889(a)(1)(B), Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115-232) (“Section 889 Part B”), prohibits Contracts on or after August 13, 2020, between the Federal Government and any entity that uses certain covered telecommunications and surveillance equipment from five (5) identified Chinese national corporations.

By signature of this Contract, Person hereby certifies that their entity is in compliance with Section 889, Prohibition of Certain Telecommunications and Video Surveillance Services or Equipment of the Fiscal Year 2019 National Defense Authorization Act (Pub. L. 115- 232). Person specifically represents that it does not use covered telecommunications equipment or services, or use any equipment, system or service that uses covered telecommunications equipment or services. The statute prohibits Contracting by the Government with an entity that uses certain telecommunications equipment or services produced by the below entities, companies, affiliates, or subsidiaries:

· Huawei Technologies Company · ZTE Corporation · Hytera Communications Corporation · Hangzhou Hikvision Digital Technology Company · Dahua Technology Company

The prohibition of use of these telecommunications equipment or services applies regardless of whether or not that usage is related to the terms and conditions of this Contract and the certification extends until closing of the transaction as specified herein. This section will no longer apply after the Conveyance to Real Property Purchaser.

ARTICLE XV
Complete Agreement

15.1 This Contract constitutes the complete agreement between the United States or Real Property Purchaser, as applicable, and Person, and there are no oral promises, prior agreements, understandings, obligations, warranties, or representations between the United States or Real Property Purchaser, as applicable and Person relating to this Contract other than those set forth herein or as amended.

ARTICLE XVI
Notices

16.1 Prior to the Conveyance, all notices required under this Contract will be served by certified mail, return receipt requested, at the following addresses:

United States:
Authorized Officer
Field Manager–Amarillo Field Office
U.S. Bureau of Land Management
801 South Fillmore Street, Suite 500
Amarillo, Texas 79101-3545

Person: _____

16.2 After the Conveyance, all notices required under this Contract will be served by certified mail, return receipt requested to **Real Property Purchaser's Representative, address to be provided to Person before the Conveyance.**

Article XVII
Execution

17.1 This Contract may be executed in duplicate original counterparts, and it will not be necessary for each party hereto to execute the same counterpart.

EXECUTED as of the dates adjacent to the signature lines, but effective upon the BLM's receipt and confirmation of payment for Helium Lot #1.

United States:
Authorized Officer
Field Manager–Amarillo Field Office
U.S. Bureau of Land Management
801 South Fillmore Street, Suite 500
Amarillo, Texas 79101-3545

Person: _____

Attachment B - Sample Bill of Sale

BILL OF SALE OF APPROXIMATELY ONE BILLION CUBIC FEET (1.0 Bcf), OF GOVERNMENT-OWNED CRUDE HELIUM, WITHOUT WARRANTY

STATE OF TEXAS)

KNOW ALL BY THESE PRESENTS:

COUNTY OF POTTER)

THIS BILL OF SALE OF APPROXIMATELY 1.0 Bcf OF GOVERNMENT-OWNED CRUDE HELIUM WITHOUT WARRANTY (hereinafter referred to as the “Bill of Sale”) is made this _____ day of _____, 20____, by and between the **UNITED STATES OF AMERICA**, acting by and through the U.S. Bureau of Land Management (“BLM”) (hereinafter sometimes referred to as “Government”), under and pursuant to authority of 50 U.S.C. §167d, as amended, and 40 U.S.C. § 541 et. seq, as amended, and all applicable rules, regulations and orders promulgated thereunder, and _____, a _____, (hereinafter referred to as “Grantee”). The terms used to designate any of the parties herein shall include their respective representatives, successors and assigns of said parties.

I. CONSIDERATION

A. The consideration in favor of the Government given by Grantee for this Bill of Sale is the following:

1. All good and valuable consideration in the amount of _____ and no/100 Dollars (\$____.00), the receipt and sufficiency of which is hereby acknowledged by Government and Grantee; and,
2. Acceptance, execution, and delivery to the Government of Storage Contract , attached hereto, marked, **Attachment “1”**, which is hereby incorporated into this Bill of Sale and made a part hereof; and,
3. The specific covenants and agreements of the Grantee, for itself and its successors and assigns, to abide by and take subject to all reservations, restrictions, covenants, encumbrances, exceptions, notifications, terms, conditions, and agreements hereinafter set forth in this Bill of Sale.

II. CONVEYANCE WITHOUT WARRANTY OF GOVERNMENT-OWNED CRUDE HELIUM

A. For the consideration specified by Section I, above, the Government hereby conveys to Grantee, its successors and assign, without warranty of any nature whatsoever, all right, title, and interest in and to all the Government owned crude helium located on and under the Federal National Helium Reserve, Cliffside Field, Potter County, Texas, amounting to approximately 1.0Bcf, (the Crude Helium”), subject to the exceptions hereinafter set forth.

B. CRUDE HELIUM DELIVERY AND CONDITION IS WITHOUT WARRANTY, “AS IS”, “WHERE IS”

As a material part of the Consideration for this Bill of Sale, Government and Grantee mutually covenant and agree that Grantee is taking the Crude Helium “WITHOUT WARRANTY”, “AS IS”, “WHERE IS” with all latent and patent defects and that there is no warranty by Government that the Crude Helium has a particular financial value nor is fit for a particular purpose. Grantee acknowledges and stipulates that Grantee is not relying upon any representation, statement, or other assertion with respect to the condition of the Crude Helium but is relying upon Grantee’s own examination of the Government’s records identifying and describing the Crude Helium. Grantee takes the Crude Helium with the express understanding and stipulation that there are no express or implied warranties of any nature whatsoever.

IN WITNESS WHEREOF, the United States of America has caused these presents to be executed this ____ day of _____, 20____.

UNITED STATES OF AMERICA

Acting by and through the Administrator of the Department of Interior,
Bureau of Land Management

By:

STATE OF _____ COUNTY

BEFORE ME, a Notary Public in and for the State of _____, on this day personally appeared _____, known to me to be the person whose name is subscribed to the foregoing **BILL OF SALE OF APPROXIMATELY 1.0 Bcf GOVERNMENT-OWNED CRUDE HELIUM WITHOUT WARRANTY**, and known to me to be the _____, Department of Interior, Bureau of Land Management, _____, and acknowledged to me that the same was the act and Deed of the United States of America and of the Secretary of Department of Interior, Bureau of Land Management and that he executed the same as the voluntary act of the United States of America and of the Secretary of Interior, Bureau of Land Management for the purposes and consideration therein expressed in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE at _____, _____, this day of _____, 20__.

Notary Public State of _____

Notary's Name: _____

My Commission Expires: _____

Attachment C - Wire Transfer of Funds Instructions

Type/Subtype Code (entered by sender)					
Amount		Sender Financial Institution (9 digit routing number and short name)			
\$5,000,000					
Sender Institution Reference Information					
Receiver Bank Name		Receiver ABA/Routing Number			
NYC Treasury		021030004			
Beneficiary Account Name		Beneficiary Account Number			
General Services Administration		47000016			
		Beneficiary Account Address			
		2300 Main Street			
		Kansas City, MO 64108			
Project Number		Project Name		Reason for Deposit	
TX1181AA		Cliffside Helium System Real Property Purchase		Earnest Money	
DDA Number				Deposit Account Number	
540012				199X	
Contact Name		Attention		Phone Number	
Kristy Daniells		RPUDD		(817) 978-2331	
		Bank Address			
		Federal Reserve Bank New York			
		Attn: Lock Box 73221			
		33 Liberty Street			
		New York, NY 10045			

Attachment D

ELECTRONIC FUNDS TRANSFER (EFT) ENROLLMENT FORM

Privacy Act Statement. Collection of this information is authorized by 31 U.S.C. 3332(g), 3325(d) and 7701(c). The information will be used by the Government to make payments by EFT to a vendor. This information may also be used for income reporting and for collecting and reporting on any delinquent amounts arising out of a vendor's relationship with the Government. Disclosure of the information by the vendor is mandatory. Failure to provide the requested information may result in the delay or withholding of payment to the vendor.

Use this form to enroll in Direct Deposit of your federal payment from the General Services Administration

Last Name	First Name	M.I.
Company Name		
Home/Business Address		
City	State	Zip
Social Security Number/Individual Taxpayer Identification Number/Employer Identification Number		
Financial Institution Name	Financial Institution Routing Transit Number (9 digits)	
Depositor Account Number	Account Type [] Checking [] Savings	
Payee email		
Phone	()	
Signature of Authorized Party		

Email the completed form to: fwrealestatesales@gsa.gov